

MEMORANDUM

Agenda Item No. 7(P)(1)(B)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: May 6, 2003

SUBJECT: Resolution Authorizing the Execution of a Tri-Party Agreement with Miami-Dade County, the Pentathlon Group, LLC, and CSX Transportation, Inc., for the Construction of the Railroad Crossing at SW 157 Avenue, Vicinity of SW 138 Street



FROM: Steve Shiver
County Manager

RECOMMENDATION

It is recommended that the Board adopt the attached resolution authorizing the execution of a Tri-Party Agreement with Miami-Dade County (County), the Pentathlon Group, LLC (Developer) and CSX Transportation, Inc. (CSX), for the construction of the railroad crossing at SW 157 Avenue, in the vicinity of SW 138 Street. The aforementioned railroad crossing is part of a number of improvements proffered by The Pentathlon Group, LLC in connection with the development of a property known as Milon Venture, located West of SW 157 Avenue, East of SW 159 Avenue, North of SW 147 Terrace to the CSX Transportation, Inc., right-of-way.

BACKGROUND

The Developer is required to construct SW 157 Avenue which includes the railroad crossing. The Developer is responsible for the total cost of the improvements for the crossing that include the crossing surface and the railroad crossing signal devices. The County will be responsible for the maintenance of the crossing surface on an as needed basis and \$2,800.00 of annual signal maintenance cost for the railroad traffic control devices, after the work is completed and accepted by the County.

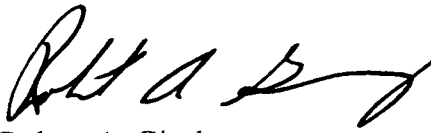


MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: May 6, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(P)(1)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(P)(1)(B)
5-6-03

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A TRI-PARTY
AGREEMENT WITH MIAMI-DADE COUNTY, THE PENTATHLON GROUP,
LLC AND CSX TRANSPORTATION, INC. FOR THE CONSTRUCTION
OF THE RAILROAD CROSSING AT SW 157 AVENUE, VICINITY OF
SW 138 STREET

WHEREAS, this Board desires to accomplish the purposes outlined in
the accompanying memorandum, a copy of which is incorporated herein by
reference ,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves
the Tri-Party Agreement between Miami-Dade County, the Pentathlon
Group, LLC and CSX Transportation, Inc., for the construction of the
railroad crossing at SW 157 Avenue, in the vicinity of SW 138 Street,
in substantially the form attached hereto and made a part hereof, and
authorizes the County Manager to execute same for and on behalf of
Miami-Dade County.

The foregoing resolution was offered by Commissioner
, who moved its adoption. The motion
was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrin D. Rolle
Katy Sorenson

Dr. Barbara Carey-Shuler
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed
and adopted this 6th day of May, 2003. This resolution shall
become effective ten (10) days after the date of its adoption
unless vetoed by the Mayor, and if vetoed, shall become effective
only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

Thomas Goldstein

By: _____
Deputy Clerk

Project: Grade Crossing at MP SXG 56, 2
Miami-Dade County, Florida
FDOT Crossing Number 631101 D
CSXT OP#: FL0549

AGREEMENT

This Agreement is made as of _____, 2003, by and among CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("County"), and PENTATHOLON GROUP, LLC, a Florida limited liability company ("Developer").

EXPLANATORY STATEMENT

1. Developer proposes to construct, or to cause to be constructed, a new grade crossing for SW 157th Avenue at Railroad MP SXG 56.2, FDOT/AAR Crossing number 631101 D, in the vicinity of SW 138th Street, in Miami-Dade County, Florida (the "Project"), in order to facilitate the residential development by Developer of Developer's property within the vicinity of the Project (the "Development"). CSXT, County, Developer, and the Florida Department of Transportation have heretofore entered into a Stipulation of Parties ("Stipulation") attached hereto as Exhibit J, dated December 13, 2002, for the opening of the SW 157th Avenue Highway Rail Grade Crossing, as well as the closure of the SW 172nd Avenue Highway Rail Grade Crossing, pursuant to which CSXT, Developer, and County are required to enter into this Agreement.

2. Developer has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal governmental agencies necessary to proceed with the Project and all funds necessary to construct the Project.

3. County and Developer acknowledge that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in the Project, without profit or other economic inducement typical of other County Contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of County or Developer or their contractors, pursuant to this Agreement; and (iii) CSXT retains paramount right to regulate all activities affecting its property and operations.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. PROJECT PLANS AND SPECIFICATIONS

1.1 Preparation and Approval. All plans, specifications, drawings, and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Developer's sole cost and expense, by Developer and/or CSXT. Those plans, specifications and drawings prepared by or on behalf of Developer shall be subject to the review and approval of CSXT and County.

All such plans, specifications and drawings, whether in original or amended form, as prepared or approved by CSXT and County, are referred to as the "Plans". Upon the approval of CSXT and County, the Plans shall be incorporated and deemed a part of this Agreement. Plans approved by CSXT and County as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with the Plans satisfy CSXT's then existing requirements. CSXT expressly disclaims all other representations and warranties in connection with such Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Developer, County or any other persons of such Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans. Modifications to the Plans will be permitted only with the approval of CSXT and County.

2. ALLOCATION AND CONDUCT OF WORK

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment by Developer to CSXT of Reimbursable Expenses (as provided by Section 4), CSXT shall provide, or cause to be provided through its consultants and subcontractors, the services as set forth on Exhibit A to this Agreement. Developer agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or liability exposure of any kind, and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Developer Work. Developer shall perform, or cause to be performed, all work as set forth on Exhibit A, at Developer's sole cost and expense.

2.3 Conduct of Work.

2.3.1 By CSXT. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Developer; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) CSXT's approval of insurance required by Section 9. CSXT's initiation of any work under this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section.

2.3.2 By Developer. Neither Developer nor its contractors ("Contractors" or "Contractor") shall commence any work on CSXT property, unless and until: (i) CSXT's approval of Plans for such work pursuant to Section 1; (ii) CSXT's approval of insurance required by Section 9; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; (iv) payment to CSXT of all Reimbursable Expenses required prior to commencement of such work pursuant to Section 4.1; and (v) in the case of work to be performed by Contractor, such Contractor executes and delivers to CSXT the acknowledgment required by Section 3. The parties hereto understand that this Agreement does not grant to Developer the right to install any utility within the limits of the crossing described herein. Any such utilities desired on or across CSXT's right-of-way shall be covered by separate agreements. Developer hereby acknowledges that it has been notified that it, or its employees,

agents, or Contractors, will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities, and Developer hereby acknowledges and agrees that it will be fully responsible for detecting and ensuring the safety and integrity of the same, and working with the owner(s) thereof in making any adjustments to or protecting the same while working on the Project.

2.3.3 Completion of Work. The parties intend that all work by CSXT or on CSXT property shall conclude on or before _____.

2.3.4 Dedication and Conveyance. Upon completion of Developer's work as set forth on Exhibit A, Developer shall deliver a notice of completion to CSXT and County. County and CSXT shall promptly inspect Developer's work and notify Developer of their acceptance of the same or that further work is required to comply with the Plans. If either County or CSXT notify Developer that further work is required, Developer shall promptly perform such work and notify CSXT and County upon completion of such work. Upon satisfactory completion of Developer's work in accordance with the Plans, Developer shall assign, dedicate and convey to County, and County shall accept such assignment, dedication and conveyance of clear and merchantable title to all of Developer's right, title, and interest in or to the roadway and Developer's obligations under Section 10 of this Agreement and the Easement, by written instrument acceptable in form and substance to CSXT and County. In the event that such assignment, conveyance, and dedication is not completed by _____, CSXT shall be permitted to terminate this Agreement pursuant to Section 8. Prior to the opening of the SW 157th Avenue highway rail grade crossing, the highway rail grade crossing at SW 172nd Avenue shall be closed pursuant to the Stipulation.

3. SPECIAL PROVISIONS

Developer shall observe and abide by, and shall require its Contractors to observe and abide by, the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Developer performs Project work itself, Developer shall be deemed a Contractor for purposes of this Agreement. Developer further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. COST OF PROJECT AND REIMBURSEMENT PROCEDURES

4.1 Reimbursable Expenses. Developer shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, but not limited to, out of pocket expenses, travel and lodging expenses, telephone, facsimile, and mailing expenses, costs for tools, equipment, materials and supplies, sums paid to CSXT's consultants and subcontractors, and CSXT labor in connection with the Project, together with the overhead percentages and additives established by CSXT (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include Reimbursable Expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (as amended or revised from time to time, the "Estimate"). However, the parties acknowledge and agree that actual Reimbursable Expenses may exceed or differ from those set forth in the Estimate, and Developer shall reimburse CSXT for all such Reimbursable Expenses. In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Developer with the revised estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Developer's approval. CSXT may elect, by delivery

of notice to Developer, to immediately cease all further work on the Project, until Developer provides such approval. Upon Developer's approval of the revised estimate, such revised estimate shall be deemed to be the new Estimate.

4.3 Payment Terms. It is the understanding and mutual intent of the parties that CSXT shall obtain payment in advance of its incurrence of Reimbursable Expenses. Accordingly, the parties agree as follows:

4.3.1 Payment Schedule. Developer shall pay CSXT for Reimbursable Expenses for the Project in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement as Exhibit E (the "Payment Schedule", as revised from time to time pursuant to Section 4.2). CSXT agrees to submit invoices to Developer for such amounts and Developer shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Developer or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Final Invoice and Reconciliation. Following the completion of the Project, CSXT shall submit to Developer a final invoice that shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Developer. Developer shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery of such invoice to Developer. In the event that the payments received by CSXT from Developer exceed the Reimbursable Expenses, CSXT shall remit such excess to Developer.

4.3.3 Default Remedies. In the event that Developer fails to pay CSXT any sums due CSXT under this Agreement: (i) Developer shall pay CSXT interest at the lesser of 1.5% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Developer: (A) to immediately cease all further work on the Project, unless and until Developer pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 Delivery of Invoices and CSXT Payment Address. All invoices from CSXT shall be delivered to Developer in accordance with Section 16 of this Agreement. All payments by Developer to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Developer:

CSX Transportation, Inc.
P.O. Box 641949
Pittsburgh, PA 15264-1949

4.4 Effect of Termination. If this Agreement is terminated for any reason prior to completion of the Project, Developer's obligation to pay CSXT Reimbursable Expenses through the effective date of the Agreement's termination in accordance with Section 4 shall survive such termination.

5. [INTENTIONALLY OMITTED]

6. EASEMENTS AND LICENSES

6.1 Developer Obligation. Developer shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Developer and, upon execution and delivery to CSXT of Contractor's Acceptance (Schedule I), its Contractors, a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT's Chief Engineer or his or her authorized representative, and such temporary construction easements as may be designated on the Plans.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to County an easement (the "Easement") for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to CSXT, County and Developer. Upon request by CSXT, Developer shall furnish to CSXT descriptions and plat plans for the Easement.

7. PERMITS

At Developer's sole cost and expense, Developer shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT prior to the initiation of any work affected by such permits or approvals.

8. TERMINATION OF PROJECT OR AGREEMENT

8.1 By Developer. Developer may elect to terminate this Agreement and the Project, by delivery of notice to CSXT, for any reason.

8.2 BY CSXT. In addition to the rights and remedies provided to CSXT by the other provisions of this Agreement, CSXT shall be entitled to terminate this Agreement and/or suspend all further work on the Project, by delivery of notice to Developer, in the event that Developer or any of its Contractors fail to observe or perform their obligations under this Agreement.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the work. Accordingly, they agree that, in such instance a party may continue to perform work until it has reached a point where it may reasonably and safely suspend the work. Developer shall reimburse CSXT pursuant to this Agreement for the work performed, plus all costs reasonably incurred by CSXT to discontinue the work and protect the work upon full suspension of the same, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the work. In addition, Developer shall return CSXT's property to its former condition to the extent altered by Agency or its Contractors, and shall reimburse CSXT for all costs incurred by CSXT to return its property to its former condition to the extent altered by CSXT or its contractors. Termination of this Agreement or work on the Project, for any reason, shall not diminish or reduce Developer's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the work for any reason, CSXT's only remaining obligation to Developer shall be to refund to Developer payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4. Developer shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or work on the Project by either party.

9. INSURANCE

In addition to the insurance that Developer requires its Contractor to have, Developer shall acquire or require its Contractor to acquire insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit E. Neither Developer nor its Contractors shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department. If Developer shall fail for any reason to maintain such insurance, CSXT shall be entitled, by delivery of notice to Developer, to terminate this Agreement and/or terminate or suspend performance of all work on the Project by CSXT and by Developer and its Contractors on CSXT property.

10. OWNERSHIP, MAINTENANCE AND ALTERATIONS

10.1 By County. County shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, up to the outer ends of the railroad cross ties, including but not limited to, all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, guardrails, curbs, erosion control, tree cutting, mowing, and advance warning signs, in good and safe condition to CSXT's satisfaction. In the event County fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at County's sole cost and expense. County agrees that it will install (to the extent not done so by Developer pursuant hereto), maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the crossing. County shall not in any way, or at any time, interfere with or obstruct CSXT's right-of-way, the movement of CSXT's trains and, any other railroad operations, or interfere with CSXT's use thereof, or the use thereof by CSXT's successors, assigns, invitees, lessees or licensees. County agrees that no assessments or other charges of any nature whatsoever shall be levied or made against CSXT or against its property on account of the installation or existence of the Project or any of County's facilities at, around or near this location.

10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and the signal facilities at the crossing, at County's sole cost and expense and pursuant to the Stipulation. CSXT shall maintain its track structure, at CSXT's expense.

10.3 Alterations. Neither Developer nor County shall undertake any alterations, modifications or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. The County agrees, acknowledges, and understands that CSXT reserves the right to make any changes at any future time in its tracks, facilities or property, including but not limited to, the installation, maintenance and operation of any track or tracks or other facilities on its right-of-way. County agrees to bear the total expense of any changes or additions to the crossing surface, track structure, and crossing signals or other railroad signalization equipment, whether these changes or additions are required by law, or by order by any public or judicial authority, or needed by CSXT. However, with respect to private spurs to service a third party (not the County or CSXT), the entire cost and expense for needed changes or additions to the crossing surface, track structure, and crossing signals or other railroad signalization equipment for the third party shall be the responsibility of the third party.

10.4 No Use Prior to County's Acceptance. County and Developer acknowledge and agree that the roadway shall not be open to pedestrian or vehicular traffic, and Developer shall barricade and post signage acceptable to CSXT to prevent such use of the roadway, until Developer has assigned, conveyed and dedicated to County, and County has accepted such assignment, conveyance and dedication of the roadway, in accordance with Section 2.3.4.

10.5 Acknowledgement of CSXT Operations. Developer and County acknowledge that CSXT's use of its property for railroad and other purposes is pre-existing and paramount to the use of the Project, and agrees, on behalf of themselves, their respective successors and assigns and occupants of the Development, that neither shall assert any right or claim to modify, restrict, or alter CSXT's property or CSXT's use of its property for railroad operations or any other business purposes.

10.6 Permanent Easement. The permanent easement granted by CSXT pursuant to Section 6.3 shall incorporate the foregoing provisions and such other covenants and restrictions as CSXT may require to implement the provisions of this Section 10.

11. INDEMNIFICATION

11.1 Generally. To the maximum extent permitted by applicable law, Developer and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all losses, liabilities, costs, expenses, claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, CSXT's affiliates, County, Developer, its Contractors or their respective agents or representatives), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, CSXT's affiliates, County, Developer, its Contractors or their respective agents or representatives, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of Developer or its Contractors, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Developer, and its Contractors shall comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Developer and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Developer and its Contractors shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement, for any reason.

12. INDEPENDENT CONTRACTOR

The parties agree that neither County nor Developer or its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services

rendered by County, Developer or its Contractors, or the construction practices, procedures, and professional judgment employed by Developer or its Contractors to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Developer or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. COMPLETE UNDERSTANDING

This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of all parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. WAIVER

If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. ASSIGNMENT

CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Neither County nor Developer shall assign its rights or obligations under this Agreement without CSXT's prior written approval, which approval may be withheld for any reason.

16. NOTICES

All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other parties:

If to CSXT:

CSX Transportation, Inc.
Liberty Business Park
4901 Belfort Road, Suite 130
Jacksonville, Florida 32256
Attention: Mr. Leslie Scherr, Principal Engineer

If to Developer:

Pentathlon Group
11755 S. W. 90th Street
Suite 210
Miami, Florida 33186
Attention: Carlos Martinez

If to County:

County of Miami-Dade, Florida
Public Works Department
111 n. W. 1st Street, Suite 1610
Miami, Florida 33128-1970
Attention: Director of Public Works

17. SEVERABILITY

The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. CHOICE OF LAW

This Agreement shall be construed under the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

19. RECORDS

Records of costs incurred pursuant to this Agreement shall be maintained and made available upon request to the County at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to County upon request.

IN WITNESS WHEREOF, Developer, County and CSXT have caused their duly authorized representatives to execute this Agreement.

WITNESS:

PENTATHILON GROUP, LLC

Print Name: _____

By: _____
Name: _____
Title: _____

WITNESS

MIAMI-DADE COUNTY, FLORIDA

Print Name: _____

By: _____
Name: _____
Title: _____

WITNESS:

CSX TRANSPORTATION, INC.

Print Name: _____

By: _____
Dale W. Ophardt, Chief Engineer
Design & Construction

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed or caused to be performed in connection with the Project is allocated as follows:

A. Developer shall perform or cause to be performed:

1. Construction of all portions of roadway in accord with the project plans, including approaches, grading, drainage and paving, median, curb and gutters, sidewalks, signing, and guardrails, lighting facilities, and any form of erosion control such as sodding, seeding, and planting.

B. CSXT shall perform or cause to be performed:

1. Preliminary engineering and design and plan review as described by Section 1 of the Agreement.
2. Construction of an Omni Concrete crossing surface and warning devices as shown on Exhibit "B."

EXHIBIT B

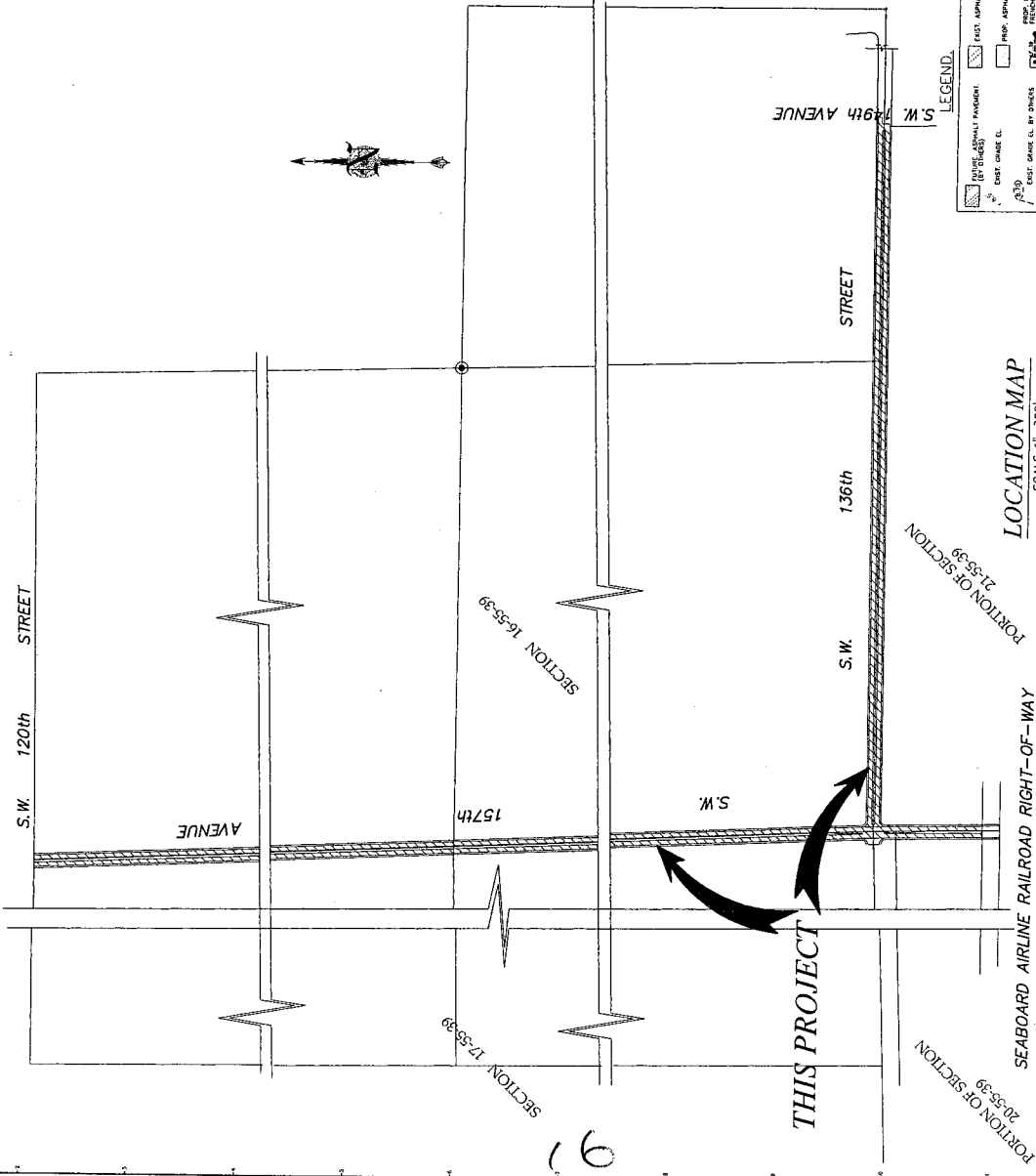
PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:











As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Developer to CSXT for its review and approval:

MILLOFF-SITE (S.W. 157 AVE. AND SW 136 ST.) PAVING AND DRAINAGE PLANS

SECTION 16-55-39, AND SECTION 21-55-39



LOCATION MAP
SCALE 1"=300'

	FUTURE ASPHALT PAVEMENT. (BY OTHERS)		FUTURE ASPHALT PAVEMENT. (BY OTHERS)
	EXIST. GRADE CL.		PROF. ASPHALT PAVEMENT.
	EXIST. GRADE CL. BY OTHERS		PROF. ASPHALT PAVEMENT.
	PROF. INLET W/ FRENCH DRAIN & STORM SEWER MAN.		PROF. INLET W/ FRENCH DRAIN & STORM SEWER MAN.
	DESIGN UNDER MAINTENANCE VENTURE ON SITE		DESIGN UNDER MAINTENANCE VENTURE ON SITE

NOTE:
- ALL DRAINAGE PIPES USED WITHIN
- ALL DRAINAGE PIPES USED WITHIN
- ALL DRAINAGE PIPES USED WITHIN

- GENERAL NOTES:
- ELEVATIONS SHOWN REFER TO N.G.V.D.
 - THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SITE AND EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION.
 - THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE, SIZE, AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION.
 - ALL WORK MATERIALS AND RESTORATION SHALL CONFORM TO THE SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA DEPARTMENT OF HIGHWAYS.
 - IT IS THE INTENT OF THESE PLANS TO COMPLY WITH APPLICABLE CODES AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - IT IS THE OWNER'S AND/OR CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - ANY CONSTRUCTION AND MAINTENANCE ELEMENTS MUST BE AS REQUIRED FOR THIS PROJECT.
 - DIMENSIONS AS SHOWN ON THE PLANS ARE APPROXIMATE. FOR EXACT DIMENSIONS, THE CONTRACTOR SHALL REFER TO THE FIELD LAYOUT AND THE LAND SURVEYOR'S FIELD LAYOUT. THE WORK SHALL BE AS PERFORMED BY A REGISTERED LAND SURVEYOR.
 - FRENCH DRAIN TO BE CONSTRUCTED WITH 24 INCH DIA. PERFORATED PIPE UNLESS OTHERWISE NOTED.
 - THE ENGINEER IS NOT RESPONSIBLE FOR COORDINATING THE WORK OF OTHER UTILITIES, SUB-CONSULTANTS OR TRADERS. IT IS THE OWNER'S RESPONSIBILITY TO COORDINATE THE WORK OF OTHER UTILITIES, SUB-CONSULTANTS OR TRADERS. THE LOCATION OF WATER, SEWER, GAS, AND OTHER UTILITIES SHALL BE IDENTIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - CONTRACTORS TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - DADE COUNTY FLOOD CRITERIA ELEVATION: [N.G.V.D.]
8.10 SW 157th AVE. and beginning at SW 157th St. E.50 (end of SW 136th St)
 - OCTOBER WATER LEVEL ELEVATION: VARIES B/W 5.50-5.60 N.G.V.D.
 - FEMA ELEVATION: ZONE X, EL. 9.00 N.G.V.D.

- UNDERGROUND CONTRACTORS:
- A. UNDERGROUND CONTRACTOR SHALL COMPLY WITH THE THROUGH SAFETY ACT, HB 3103, FLORIDA STATUTES, WHICH INCORPORATES, BUT IS NOT LIMITED TO, THE FOLLOWING:
- THE ENGINEER SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF OTHER UTILITIES, SUB-CONSULTANTS OR TRADERS. IT IS THE OWNER'S RESPONSIBILITY TO COORDINATE THE WORK OF OTHER UTILITIES, SUB-CONSULTANTS OR TRADERS. THE LOCATION OF WATER, SEWER, GAS, AND OTHER UTILITIES SHALL BE IDENTIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL PAVEMENT MARKINGS AND SIGNS IN THE JOINTS AND ADJACENT TRAFFIC SIDE STREETS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL PAVEMENT MARKINGS AND SIGNS IN THE JOINTS AND ADJACENT TRAFFIC SIDE STREETS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL PAVEMENT MARKINGS AND SIGNS IN THE JOINTS AND ADJACENT TRAFFIC SIDE STREETS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL PAVEMENT MARKINGS AND SIGNS IN THE JOINTS AND ADJACENT TRAFFIC SIDE STREETS.
- B. ENGINEER IS NOT RESPONSIBLE FOR THE SAFETY OF THE EXCAVATION OR DESIGN AND CONSTRUCTION OF ANY SHORING.
- THIS PLAN WAS PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT COMPLIES WITH THE INTENT OF THE MANUAL OF UNIFORM PRACTICES AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF STREETS AND HIGHWAYS AS ADOPTED BY THE STATE OF FLORIDA, LEGISLATURE, CHAPTER 72-3287.

- TRAFFIC GENERAL NOTES & CONDITIONS
- Engineer shall ensure signing & pavement markings done in a separate manner.
 - Engineer shall not allow any field conditions before preparing proposed signing & pavement markings plans.
 - Engineer shall not allow any field conditions before preparing proposed signing & pavement markings plans.
 - Engineer shall not allow any field conditions before preparing proposed signing & pavement markings plans.
 - Engineer shall not allow any field conditions before preparing proposed signing & pavement markings plans.



FORD ENGINEERS, INC.

1800 W. 157th AVE. SUITE 100
MIAMI, FL 33187
FORD ENR 07/88

PROJECT NO. 16-55-39
SHEET NO. 16-55-39-1

DATE: 07/88
BY: [Signature]

REVISIONS

NO. DATE

1 07/88

2 07/88

3 07/88

4 07/88

5 07/88

6 07/88

7 07/88

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16 07/88

17 07/88

18 07/88

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24 07/88

25 07/88

Exhibit B

17

AE		ORD ENGINEERS, INC. 180 NW 14th Avenue, 2nd Floor Miami, Florida 33132 Tel: 305.447.7864 Fax: 305.447.7864	
RECORD OF REVISION		DESCRIPTION	
NO.	DATE	BY	
1	8/8/02	P.W.B. REVISION	
2	12/05/02	REV. PER APPROVED CROSS SECTIONS	
3	2/10/03	REV. PER P.W. FINAL APPROVED	
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EXHIBIT B

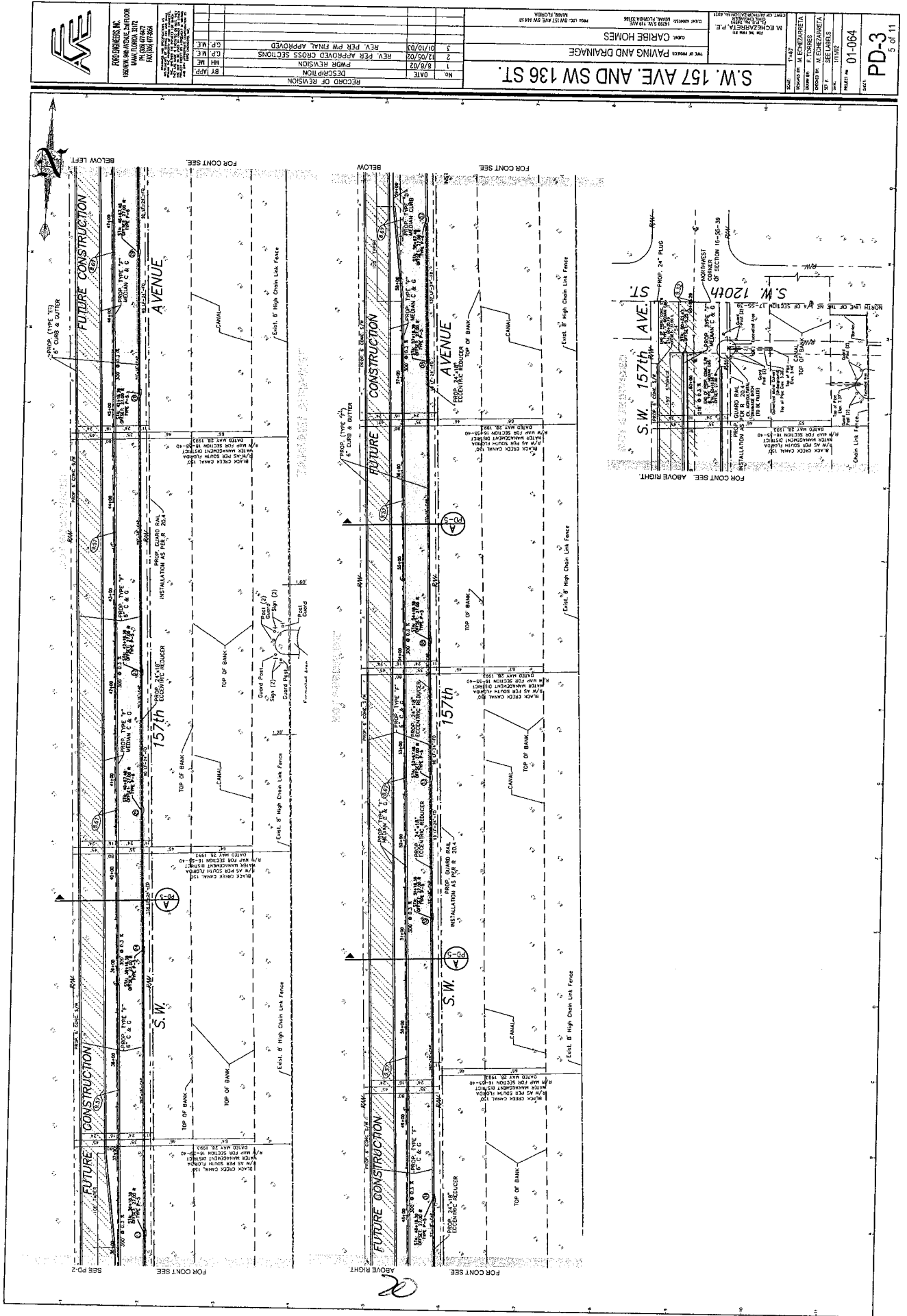
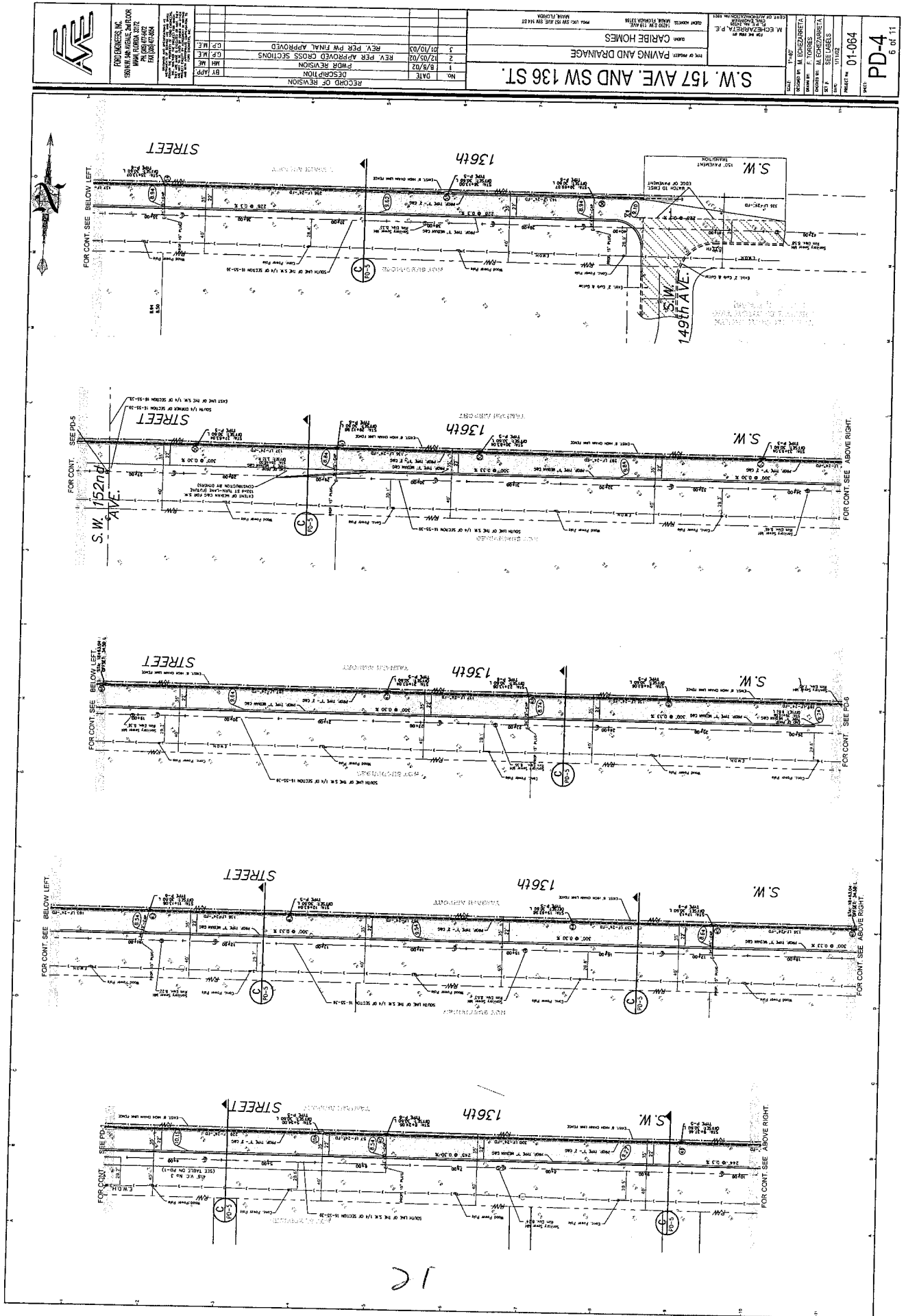


Exhibit B

12

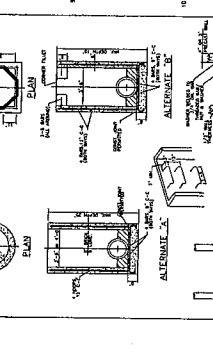
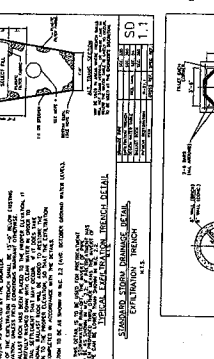
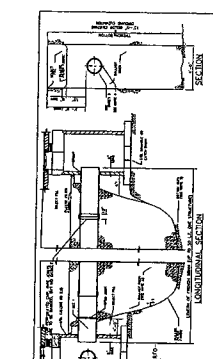
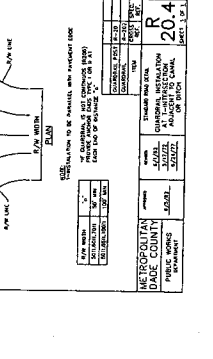
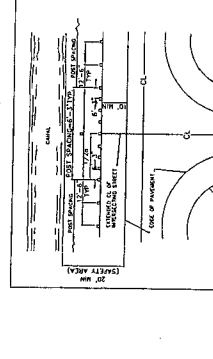
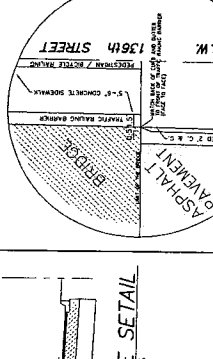
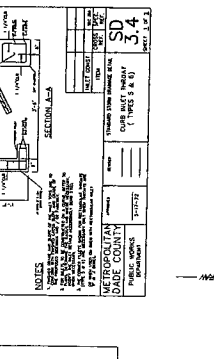
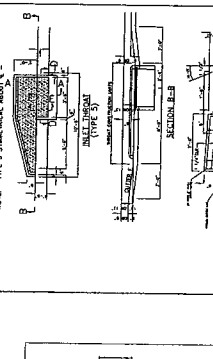
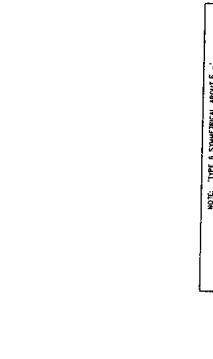
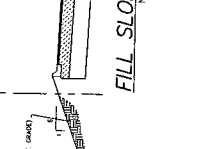
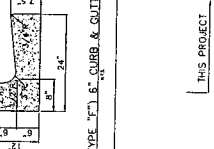
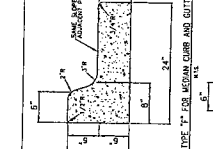
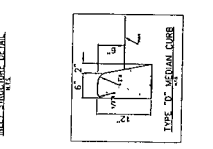
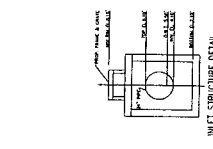
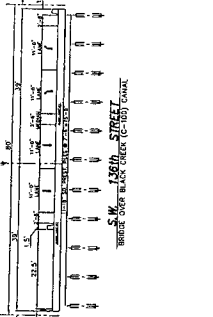
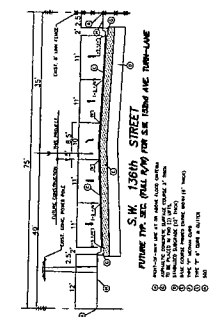
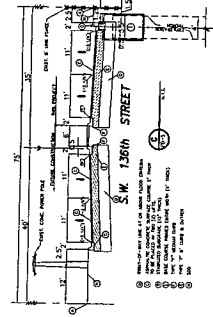
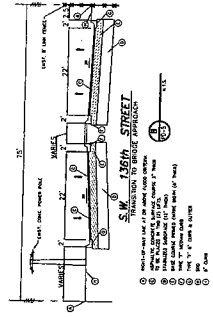
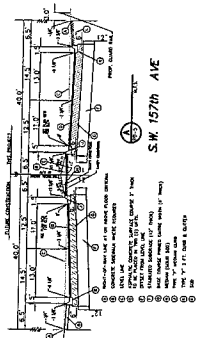


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DESIGNER FORD COMPANIES ENGINEERING & SURVEYING 10000 N. 15th Ave., Suite 100 Phoenix, AZ 85021 TEL: 602-998-1000 FAX: 602-998-1001		CLIENT CARIBE HOMES 10000 N. 15th Ave., Suite 100 Phoenix, AZ 85021 TEL: 602-998-1000 FAX: 602-998-1001		DATE OF PROJECT 12/03/03	
DESIGNER'S REVIEW BY DATE J. L. 12/03/03 J. L. 12/03/03 J. L. 12/03/03		CLIENT'S REVIEW BY DATE J. L. 12/03/03 J. L. 12/03/03 J. L. 12/03/03		DATE OF PROJECT 12/03/03	

EXHIBIT B

22

INLET STRUCTURE TABULATION				LOCATION	
STRUCTURE NUMBER	INLET SIZE (FT. DIA.)	INLET TYPE	INLET MATERIAL	AVENUE	STREET
1	11.24	4.0	N	157th	S.W.
2	11.76	4.0	N	157th	S.W.
3	12.27	4.0	N	157th	S.W.
4	11.81	4.0	N	157th	S.W.
5	10.31	4.0	N	157th	S.W.
6	8.66	4.0	N	157th	S.W.
7	9.16	4.0	N	157th	S.W.
8	8.34	4.0	N	157th	S.W.
9	8.92	4.0	N	157th	S.W.
10	8.55	4.0	N	157th	S.W.
11	8.00	4.0	N	157th	S.W.
12	8.55	4.0	N	157th	S.W.
13	8.00	4.0	N	157th	S.W.
14	8.55	4.0	N	157th	S.W.
15	8.00	4.0	N	157th	S.W.
16	8.55	4.0	N	157th	S.W.
17	8.00	4.0	N	157th	S.W.
18	8.55	4.0	N	157th	S.W.
19	8.00	4.0	N	157th	S.W.
20	8.55	4.0	N	157th	S.W.
21	8.00	4.0	N	157th	S.W.
22	8.55	4.0	N	157th	S.W.
23	8.00	4.0	N	157th	S.W.
24	8.55	4.0	N	157th	S.W.
25	8.00	4.0	N	157th	S.W.
26	8.55	4.0	N	157th	S.W.
27	8.00	4.0	N	157th	S.W.
28	8.55	4.0	N	157th	S.W.
29	8.00	4.0	N	157th	S.W.
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46	8.55	4.0	N	157th	S.W.
47	8.00	4.0	N	157th	S.W.
48	8.55	4.0	N	157th	S.W.
49	8.00	4.0	N	157th	S.W.
50	8.55	4.0	N	157th	S.W.



RECORD OF REVISION

No.	DATE	DESCRIPTION
1	8/2/02	REV. PER APPROVED CROSS SECTIONS
2	8/2/02	REV. PER APPROVED CROSS SECTIONS
3	8/2/02	REV. PER APPROVED CROSS SECTIONS

DATE: 8/2/02

BY: J. M. E.

CHK: J. M. E.

APP: J. M. E.

PROJECT: PAVING AND DRAINAGE

CITY: CARIBE HOMES

CLIENT: CARIBE HOMES

PROJECT NO: 01-064

PD-5

7 of 11

DATE: 8/2/02

BY: J. M. E.

CHK: J. M. E.

APP: J. M. E.

PROJECT: PAVING AND DRAINAGE

CITY: CARIBE HOMES

CLIENT: CARIBE HOMES

PROJECT NO: 01-064

PD-5

7 of 11

DATE: 8/2/02

BY: J. M. E.

CHK: J. M. E.

APP: J. M. E.

PROJECT: PAVING AND DRAINAGE

CITY: CARIBE HOMES

CLIENT: CARIBE HOMES

PROJECT NO: 01-064

PD-5

7 of 11

DATE: 8/2/02

BY: J. M. E.

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APP: J. M. E.

PROJECT: PAVING AND DRAINAGE

CITY: CARIBE HOMES

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PROJECT NO: 01-064

PD-5

7 of 11

DATE: 8/2/02

BY: J. M. E.

CHK: J. M. E.

APP: J. M. E.

PROJECT: PAVING AND DRAINAGE

CITY: CARIBE HOMES

CLIENT: CARIBE HOMES

PROJECT NO: 01-064

PD-5

7 of 11

DATE: 8/2/02

BY: J. M. E.

CHK: J. M. E.

APP: J. M. E.

PROJECT: PAVING AND DRAINAGE

CITY: CARIBE HOMES

CLIENT: CARIBE HOMES

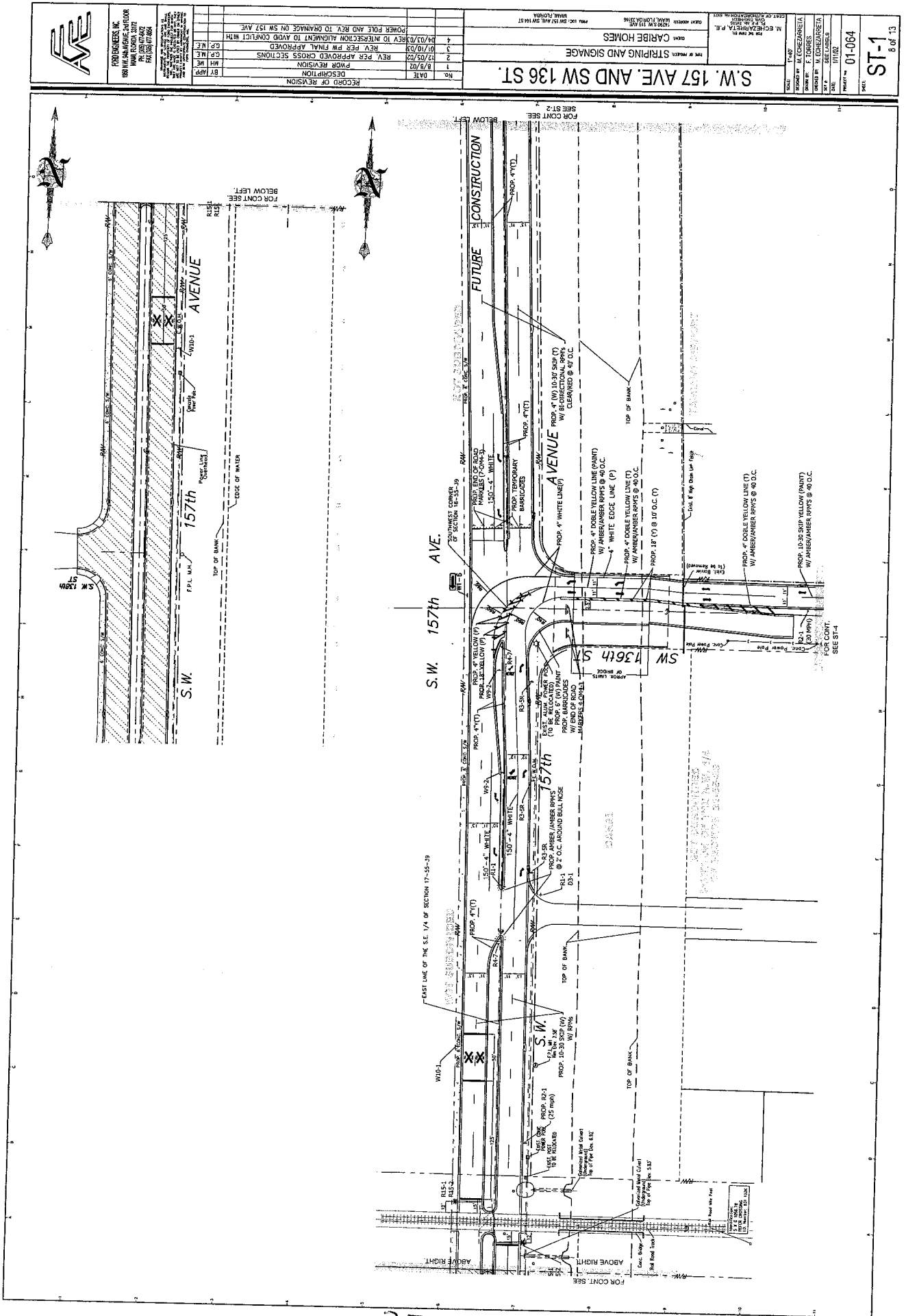
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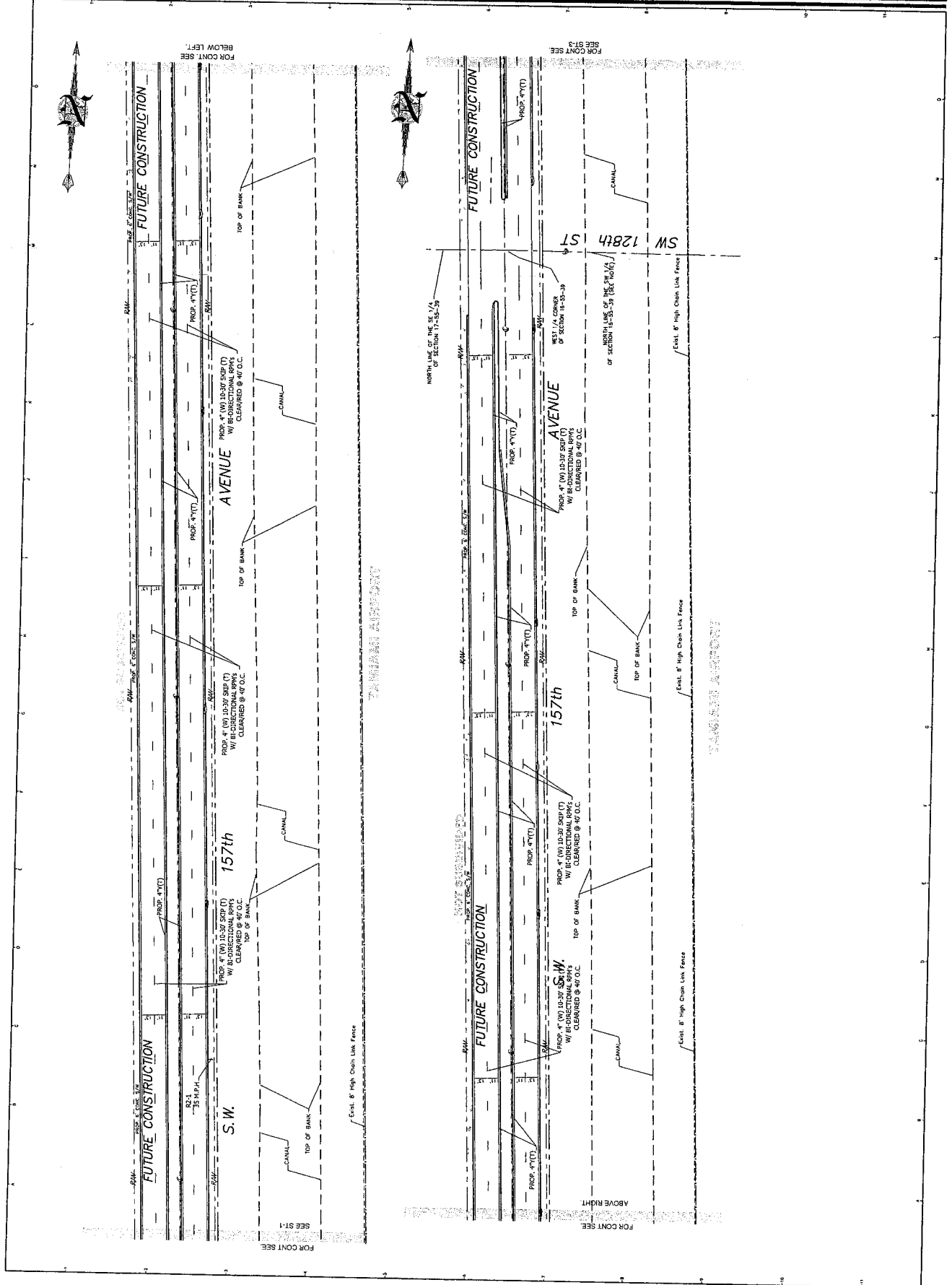
PD-5

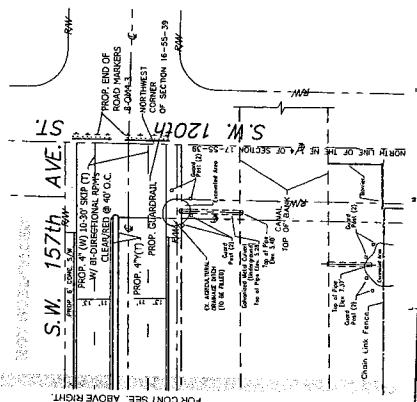
7 of 11

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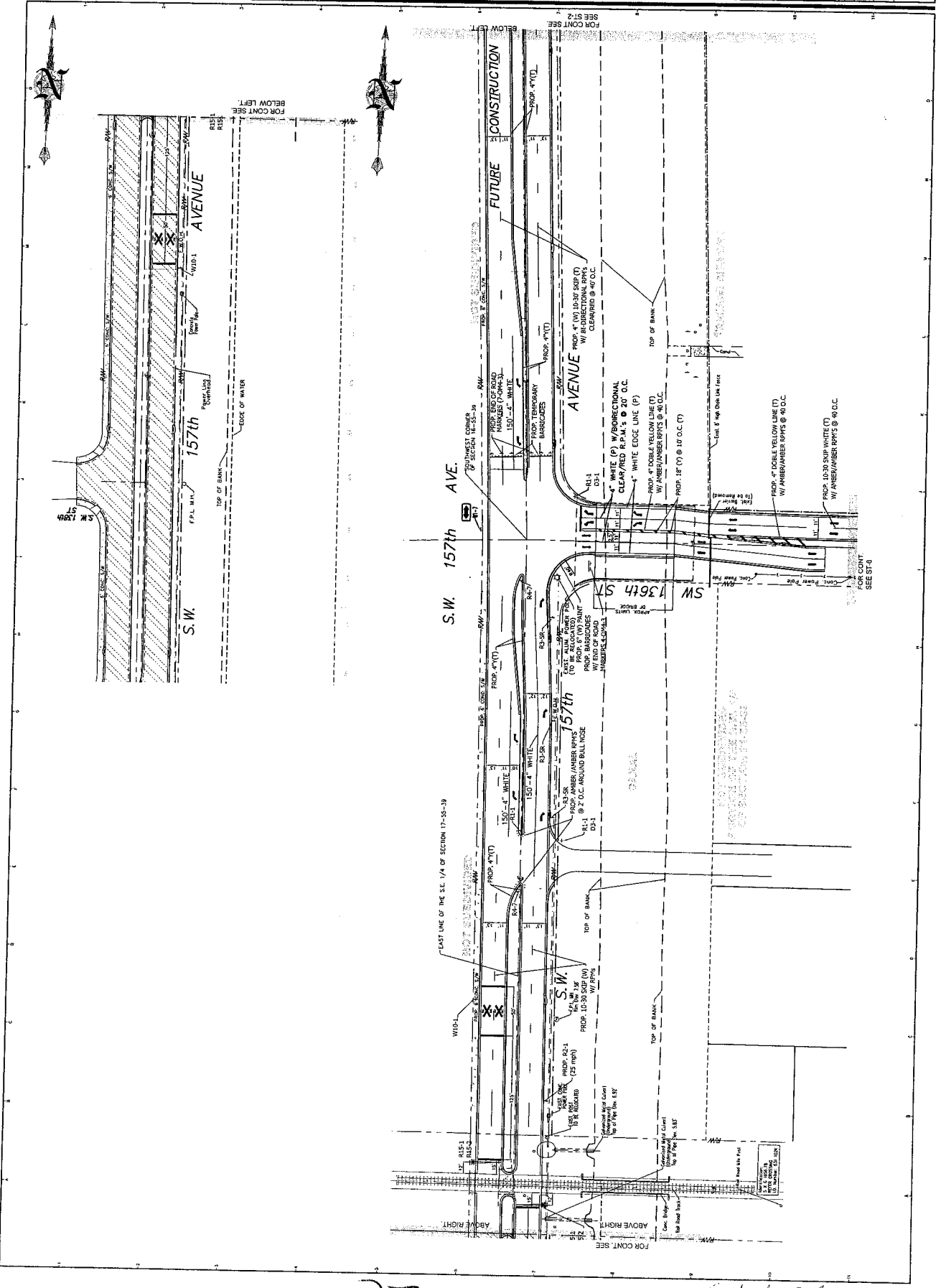






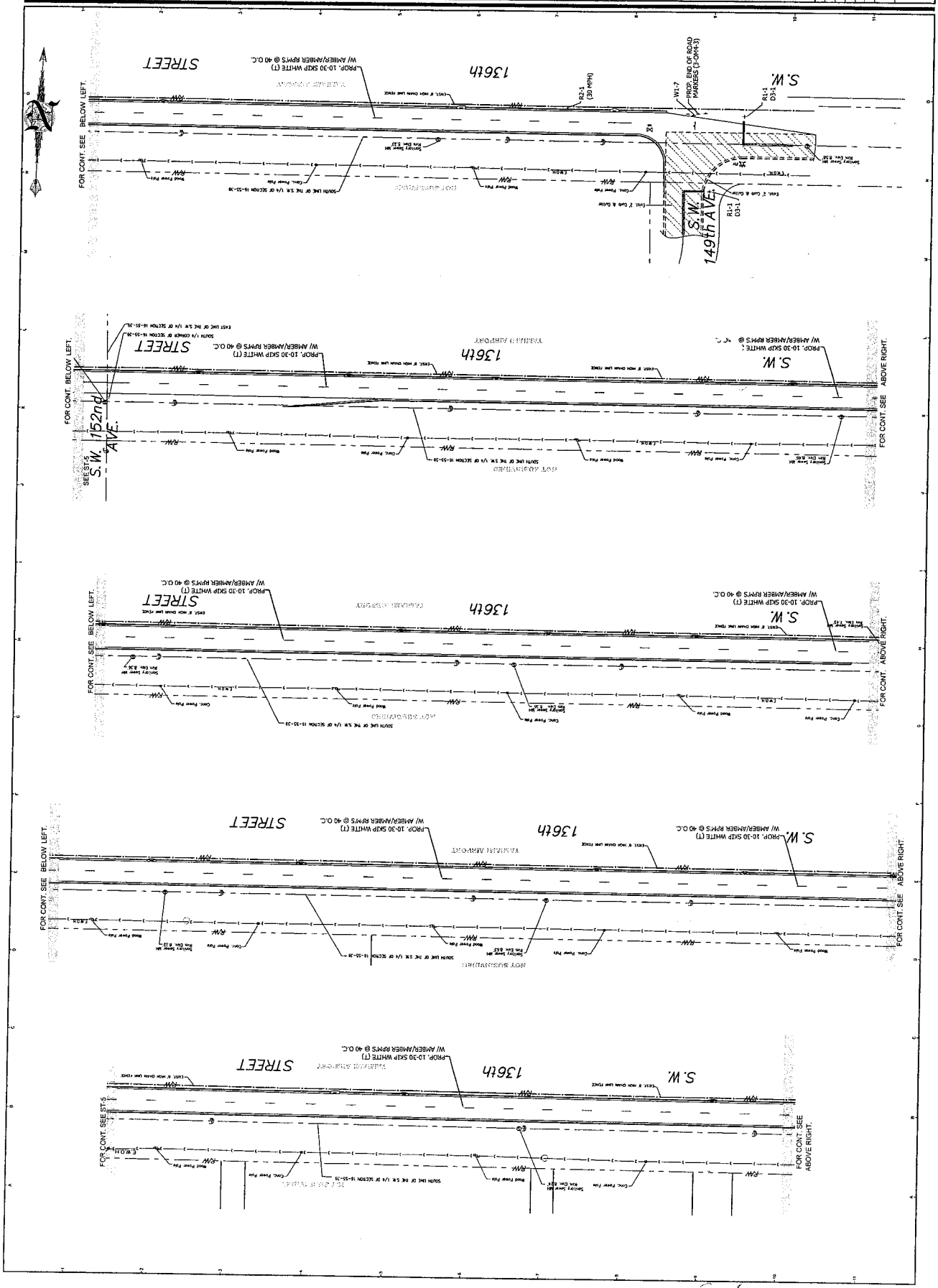
S.W. 157 AVE. AND SW 136 ST.		TYPE OF PROJECT:		STRIPING AND SIGNAGE (FUTURE)	
M. SCHWARTZ & P. E.		DATE:		CARIBE HOMES	
157 SW 157 ST. D. L. HARRIS D. L. HARRIS		OWNER ADDRESS:		157 SW 157 ST. D. L. HARRIS D. L. HARRIS	

FORD ENGINEERS, INC.
1360 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX. (305) 477-8664



82

EXHIBIT B




 <p>FORD COMPANIES, INC. 1900 W. ANN ARBOR, 2ND FLOOR ANN ARBOR, MI 48106 TEL: 734.769.4700 FAX: 734.769.4700</p>		<p>RECORD OF REVISION</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>8/8/02</td> <td>REV. PER APPROVED CROSS SECTIONS</td> </tr> <tr> <td>2</td> <td>10/10/03</td> <td>REV. PER FINAL APPROVED</td> </tr> <tr> <td>3</td> <td>10/10/03</td> <td>POWER POLE AND REV. TO DRAINAGE ON SW 157 AVE</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	1	8/8/02	REV. PER APPROVED CROSS SECTIONS	2	10/10/03	REV. PER FINAL APPROVED	3	10/10/03	POWER POLE AND REV. TO DRAINAGE ON SW 157 AVE	<p>PROJECT INFORMATION</p> <p>PROJECT NO: 01-064</p> <p>SHEET: ST-4A</p> <p>13 of 13</p>	
NO.	DATE	DESCRIPTION															
1	8/8/02	REV. PER APPROVED CROSS SECTIONS															
2	10/10/03	REV. PER FINAL APPROVED															
3	10/10/03	POWER POLE AND REV. TO DRAINAGE ON SW 157 AVE															
<p>CLIENT INFORMATION</p> <p>CLIENT: CARIBE HOMES</p> <p>PROJECT: STRIPING AND SIGNAGE (FUTURE)</p> <p>LOCATION: S.W. 157 AVE. AND SW 136 ST.</p>		<p>DESIGN INFORMATION</p> <p>DESIGNER: FORD COMPANIES, INC.</p> <p>DATE: 8/8/02</p> <p>SCALE: 1" = 40'</p>		<p>APPROVALS</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>IN CHARGE: [Signature]</p>													

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"Agreement" shall mean the Agreement among CSXT, Miami-Dade County, FL and Developer dated as of _____, 2003, as amended from time to time.

"Developer" shall mean Pentathlon Group, LLC, a Florida limited liability company.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The authorized representative of CSXT ("CSXT Representative") shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Developer or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Developer or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Developer or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Developer or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Developer or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Developer or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Developer or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date

Developer or its Contractor proposes to begin Work on CSXT property. Such notice shall be sent to Mr. Tom Maloch, CSX Transportation, District Project Engineer, 351 Thornton Road, Suite 125, Lithia Springs, Georgia 30122, Phone # 770-819-2841. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Developer, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Developer, but must be approved by both CSXT and Developer. Developer or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Developer or its Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Developer or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Developer or its Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Developer or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Developer or Contractor agrees to bear all costs and liabilities related to such access.
- B. Developer and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. The Developer or its Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, the Developer or the Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor.
- B. Developer or its Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay

incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

- C. Developer and its Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Developer and its Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Developer and its Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Developer or its Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Developer and its Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Developer or Contractor has received CSXT Representative's prior written permission. Developer and its Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Developer or its Contractor to move, such material and equipment at Developer's or its Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Developer and Contractor shall be required to obtain from CSXT and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

- 1. Developer or its Contractor shall obtain CSXT Representative's and Developer Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Developer or its Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Developer or its Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

- c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Developer or its Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Developer's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Developer's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Developer's or its Contractor's actions result in delay of any trains, including Amtrak passenger trains, Developer shall bear the entire cost thereof.
 - e. Developer and its Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Developer or its Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Developer or its Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Developer or its Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Developer's or its Contractor's operations shall be performed at Developer's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever the Developer or its Contractor or its equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Developer shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Developer or its Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken

until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Developer shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Developer or its Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Developer shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Developer using the new rates. Developer and its Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Developer shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Developer or its Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Developer or its Contractor. Developer or its Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Developer or its Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Developer and/or its Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Developer and/or Contractor; (c) CSXT may require Developer to withhold monies due Contractor; and (d) CSXT may cure such failure and the Developer shall reimburse CSXT for the cost of curing such failure.

EXHIBIT D

**INITIAL ESTIMATE
ATTACHED**

Estimate will not be completed until late April, 2003 by CSX Transportation, Inc. The cost associated with the crossing is to be borne completely by the Developer and at no expense to the County.

Staff calculated an unofficial estimate that is to be the responsibility of the Developer to be approximately \$375,000.00.

EXHIBIT E

PAYMENT SCHEDULE

Upon delivery of notice to proceed with the Project, Developer will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Initial Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT then estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Developer. Developer shall make such additional deposit within 30 days following delivery of an invoice to Developer. In no event shall CSXT be required to incur Reimbursable Expenses in excess of payments received by CSXT, and CSXT may cease work on the Project pending payment of such excess, without notice to Developer or County.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Developer and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.
 - d. Name and Address of Contractor and Developer must be shown on the Declarations page.
 - e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - g. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - h. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31

- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (f) or (g) above.
- (v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Walter D. Tyler, CPCU, ARM
CSX Transportation, Inc.
Risk Management
301 West Bay Street
BellSouth Tower
Jacksonville, FL 32202

2. Neither Developer nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 2003, between Miami-Dade County, FL, Pentathlon Group, LLC and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

STIPULATION OF PARTIES
FOR THE
OPENING OF SW 157th AVENUE HIGHWAY RAIL GRADE CROSSING
AND
CLOSURE OF SW 172nd AVENUE HIGHWAY RAIL GRADE CROSSING
MIAMI-DADE COUNTY, FLORIDA

INTRODUCTION

Miami-Dade County, hereinafter referred to as "COUNTY," The Pentathlon Group, LLC, hereinafter referred to as "DEVELOPER," CSX Transportation, hereinafter referred to as "RAILROAD," and Florida Department of Transportation, hereinafter referred to as "DEPARTMENT," by and through their undersigned representatives hereby file this Stipulation of Parties as follows:

1. The COUNTY and DEVELOPER have filed an application with the DEPARTMENT to open SW 157th Avenue public highway-rail grade crossing, pursuant to Chapter 335.141(1), Florida Statutes. A copy of the application is attached hereto and made a part hereof as Exhibit "A."
2. The COUNTY has filed an application with the DEPARTMENT to close SW 172nd Avenue, FDOT Crossing Number 631136 E. A copy of the application is attached hereto and made a part hereof as Exhibit "B."
3. The SW 157th Avenue highway-rail grade crossing, FDOT Crossing Number 631101 D, is currently a closed private crossing. The track at SW 157th Avenue is an industrial lead with approximately twelve (12) trains a week.

4. The SW 172nd Avenue grade highway-rail crossing, FDOT Crossing Number 631136 E, is a COUNTY maintained crossing. The track at SW 172nd Avenue is a branch mainline with approximately twelve (12) trains a week.
5. The construction of SW 157th Avenue will be a four-lane divided highway, as set forth on the plans and maps attached hereto and made a part hereof as Exhibit "C."
6. The RAILROAD, at the DEVELOPER and/or COUNTY's expense, will provide, furnish, or have furnished, all necessary materials required for, and will construct at the SW 157th Avenue highway-rail grade crossing, FDOT Crossing Number 631101 D, a Standard Railroad Crossing in accordance with the DEPARTMENT's Standard Index Number 560 attached hereto and made a part hereof as EXHIBIT "D."
7. The RAILROAD, at the DEVELOPER and/or COUNTY's expense, will provide, furnish or have furnished, all necessary materials for, and will install at the SW 157th Avenue crossing, automatic railroad grade crossing traffic control devices, to include Type IV, Class III Cantilever Flashing Lights and Gates, in accordance with the DEPARTMENT's Standard Index Number 17882 attached hereto and made a part hereof as EXHIBIT "E."
8. After the signals have been completed by the RAILROAD, the COUNTY, will be responsible for all of the annual maintenance fee of the automatic railroad grade crossing traffic control devices as specified on the DEPARTMENT'S Form 725-090-41, as may be amended, attached hereto and made a part hereof as EXHIBIT "F."
9. The RAILROAD, at the COUNTY's expense, will be responsible for the maintenance of the SW 157th Avenue crossing surface. The RAILROAD, at the RAILROAD's expense, will be responsible for the track structure.

10. After the road has been accepted, the COUNTY, at the COUNTY's expense, will be responsible for the maintenance of the SW 157th Avenue roadway up to the edge of the railroad crossing surface, including but not limited to, all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.
11. All work by the DEVELOPER and COUNTY within the SW 157th Avenue crossing area shall be coordinated with the RAILROAD to ensure that all applicable railroad requirements such as flagging, insurance, etc. are adhered to.
12. All work by the DEVELOPER and COUNTY shall be consistent with current Manual of Uniform Traffic Control Devices (MUTCD), American Association of State Highway and Transportation Officials (AASHTO) Policy, and the DEPARTMENT'S Manual of Uniform Minimum Standards For Design, Construction, and Maintenance for Streets and Highways (Florida's Green Book).
13. The DEVELOPER and COUNTY shall execute an installation agreement with the RAILROAD for crossing surface and traffic control devices at the SW 157th Avenue crossing. When fully executed, the COUNTY will provide a copy to the DEPARTMENT and will reference the FDOT Grade Crossing Number.
14. The RAILROAD, at the COUNTY's expense, will erect on each side of the closed crossings, prior to permanent closure work being performed, Type III Barricades; Road Closed Signs (R11 2), and Advanced Warning Signs (W20 3) as identified in the DEPARTMENT's Standard Index 600 as provided in Exhibit "G."

15. The RAILROAD, at the COUNTY's expense, will restore the RAILROAD's right of way to remove evidence of the aforementioned closed crossings. Restoration may include but not be limited to the addition of fencing, natural vegetation, etc. The RAILROAD shall notify the COUNTY a minimum of forty-eight (48) hours notice prior to the start of any closure work.
16. The RAILROAD, at the COUNTY's expense, will remove the railroad grade crossing surface and the roadway pavement ten (10) feet from both sides of the railroad track centerline at SW 172nd Avenue crossing, Crossing Number 631136 E. Any of the crossing surface and roadway pavement left behind by the RAILROAD from the roadway removal process will become the property of the COUNTY and will be removed at the COUNTY's expense. Removal may include but not be limited to pavement, lighting, cross drains, signs, etc.
17. The RAILROAD, at the COUNTY's expense, will remove the highway-rail grade crossing warning devices at Crossing Number 631136 E. The COUNTY shall erect on each side of the closed crossing after closure work has been performed, if needed, signs and object markers as identified in the DEPARTMENT's Standard Index 17349, as provided in Exhibit "H."
18. The RAILROAD will ensure that all applicable railroad requirements such as flagging, insurance, etc. are adhered to.
19. This Stipulation of Parties has been executed by all parties having an interest in this matter, and further, all parties waive hearing rights provided by Chapter 120, Florida Statutes, and request the DEPARTMENT to issue authority in accordance with Section 335.141(1), Florida Statutes, and Rule 14-46.003, Florida Administrative Code, with this Stipulation of Parties.

20. The DEPARTMENT authorizes the opening of Crossing Number 631101 D and the closure of Crossing Number 631136 E as evidenced by this Stipulation of Parties provided all covenants of the agreement are complied with.

(THIS CONCLUDES THE BODY OF THIS STIPULATION OF PARTIES)

CSX TRANSPORTATION, INC.

By: Dale W. Ophardt
(Authorized Signature)

Dale W. Ophardt

Printed Name: Chief Engineer-Design & Construction

Attest: Rachel E. Geiersbach
RACHEL E. GEIERSBACH

Date: Corporate Secretary

APPROVED BY:

**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

Reso. # R-1422-93

By: Arzstides Rivera, P.E., P.L.S.
Director, Public Works Dept.

Date: 10/4/02

Approved as to form and legal sufficiency

By: _____

Date: _____
Assistant County Attorney

**DEPARTMENT OF TRANSPORTATION
LEGAL REVIEW**

By: Attorney, FDOT

Date: 12-10-02

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: State Public Transportation Administrator

Date: 12-13-02

THE PENTATHLON GROUP, LLC

By: Michael L. Lopez
(Authorized Signature)

Printed Name: Michael L. Lopez

By: Carlos Martinez

Printed Name: Carlos Martinez

Attest: Christiana Vargas

Date: 10/3/02

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING APPLICATION

OPEN

Exhibit A
725-080-66
RAIL
10.00

ROAD NAME OR NUMBER	Post-it® Fax Note 7671	Date 1/21/02	# of pages 9
S.W. 157th Avenue S/O S.W. 136th Street	To Eddie Pollock Co./Dept. CSX Phone # 813-664-6323 Fax # 813-664-6236	From Jan Bordelon Co. FDOT Phone # 850-414-4528 Fax # 850-922-4942	

A. IDENTIFICATION:

Submitted By: Michael Latterner and Assoc. & Miami-Dade County Application For:

Applicant Aristides Rivera, P.E., P.L.S. Closing a public at-grade rail/highway crossing by:

Title Director, Public Works Dept. ☐ roadway removal

Telephone (305) 375-2960 ☒ Opening a public at-grade rail/highway crossing by:

Address M-D Public Works Dept. ☐ new rail line construction

Stephen P. Clark Center ☒ new roadway construction

111 N.W. First Street

Suite 1610 ☐ Conversion of an existing crossing by:

Miami, Florida 33128-1970 ☐ private crossing to public at-grade rail/highway crossing

B. CROSSING LOCATION:

FDOT/AAR Crossing Number: 631101-D

Jurisdiction for Street or Roadway by Authority of: ☐ City ☒ County ☐ State

Local Popular Name of Street or Roadway: S.W. 157th Avenue S/O S.W. 136th Street

Railroad Company: CSX Transportation

Railroad Mile Post: STA: 6+71.90 OFFSET: 11.41L - MP SX1056.2

SUBMITTED FOR THE APPLICANT BY:

[Signature] Date: 1/21/02
Title - Michael Latterner, Manager

[Signature] DATE: 2/4/02
Title - Director, Miami-Dade Public Works Department.

APPLICATION APPROVED
FOR THE DEPARTMENT BY:

[Signature] DATE: 2-27-02
Title - Railroad Corridor Program Engineer

REFERENCES:

(Specific Legal Authority) 334.044 F.S., 120.57 F.S.
(Law Implemented) 335.141 F.S.
(Administrative Rule) 14-46.003 D.O.T.
Rail Manual Topic No. 725-080-002, Chapter 3

ATTACHMENTS:

☒ Location Map
☒ Letters of Support (opening/closing)
X Photographs

Exhibits

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING APPLICATION

725-090-66

RAIL
10/00

ROAD NAME OR NUMBER	COUNTY/CITY NAME
SW 172 nd Avenue	Miami-Dade

A. IDENTIFICATION:

Submitted By:

Application For:

Applicant Miami-Dade CountyOffice Public Works DepartmentTelephone 305-375-2960Address Stephen P. Clark Center, 111 NW 1st St.
Miami, FL 33128-1970☒ Closing a public at-grade rail/highway crossing by:☒ roadway removal☐ Opening a public at-grade rail/highway crossing by:☐ new rail line construction☐ new roadway construction☐ Conversion of an existing crossing by:☐ private crossing to public at-grade rail/highway crossing

B. CROSSING LOCATION:

FDOT/AAR Crossing Number: 631136 EJurisdiction for Street or Roadway by Authority of: ☐ City ☒ County ☐ StateLocal Popular Name of Street or Roadway: SW 172nd AvenueRailroad Company: CSX Transportation, Inc.Railroad Mile Post: 1059.85

Submitted for the Applicant by:

Name and Title

Aristides Rivera, P.E., P.L.S.

Director, Public Works Department DATE: Sept. 30, 2002Application FDOT Review by: Jan Bordelon, Rail Specialist
Central Rail OfficeDATE: Sept. 30, 2002

REFERENCES:

(Specific Legal Authority) 334.044 F.S., 120.57 F.S.

(Law Implemented) 335.141 F.S.

(Administrative Rule) 14-46.003 F.A.C.

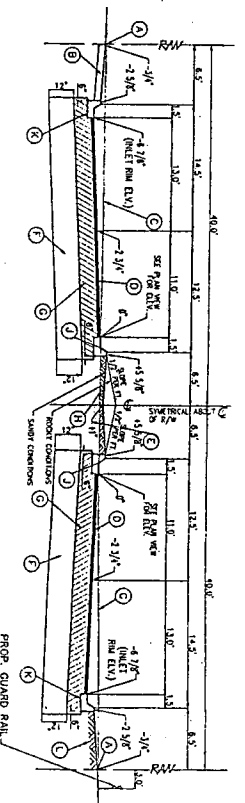
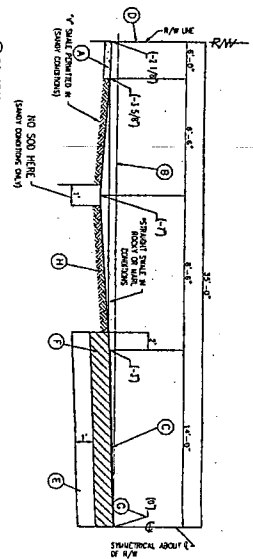
Rail Manual Topic No: 725-080-002, Chapter 3

ATTACHMENTS SUBMITTED FOR ACCEPTANCE:

☐ Crossing Closure Application Data☐ Location Maps, Sketches, Plans (if available)☐ Copies of Agreements Between Railroad and Jurisdiction on Subject Crossing☐ Letters of Support (Opening or Closing)

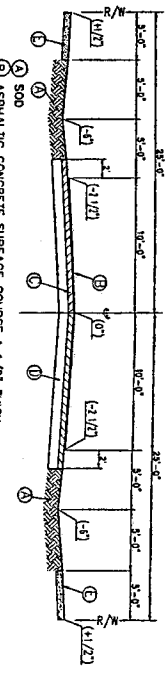
46


Exhibit J

[illegible]

- ④ CONCRETE SIDEWALK WHERE REQUIRED.
 ⑤ LEVEE LINE.
 ⑥ ASPHALT CONCRETE SURFACE COURSE, 1" THICK.
 ⑦ RIGHT-OF-WAY LINE AT OR ABOVE FLOOD CRITERIA.
 ⑧ STABILIZED SUBGRADE.
 ⑨ BASE COURSE, FINISH DRYING WIDTH.
 ⑩ OFFSET FROM LEVEL LINE.
 ⑪ SCALE (SOUND 500), SEE R-146 FOR SPECIAL DRAINAGE CONDITIONS.
-

- 4 RIGHT-OF-WAY LINE AT OR ABOVE FLOOD CRITERIA
- 5 CONCRETE SIDEWALK WHERE REQUIRED
- 6 LEVEL LINE
- 7 ASPHALT CONCRETE SURFACE COURSE 2" THICK (MINIMUM) TO BE PLACED IN TWO (2) LIFTS, OFFSET FROM LEVEL LINE
- 8 STABILIZED SUBGRADE (12" THICK)
- 9 BASE COURSE PAVED ENTIRE WIDTH (6" THICK)
- 10 MEDIAN (SOLID SOLO)
- 11 TYPE "T" MEDIAN CURB
- 12 TYPE "T" 2 FT. CURB & OUTER



- (B) ASPHALTIC CONCRETE SURFACE COURSE 1 1/2" THICK
(C) BASE COURSE PRIMED (B")
(D) STABILIZED SUBGRADE (12")
(E) PROP. 5" SIDEWALK.
-  N.T.S.

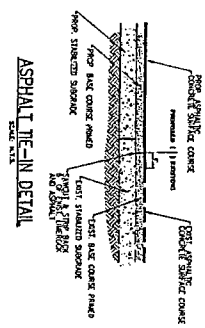
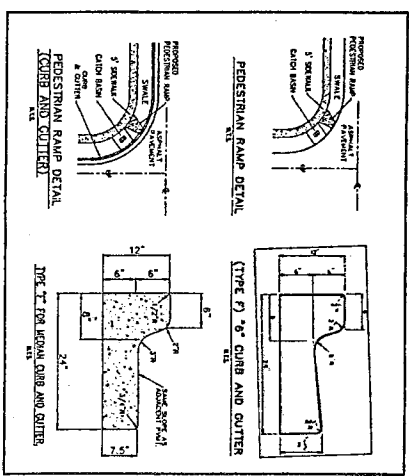
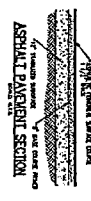


Exhibit J


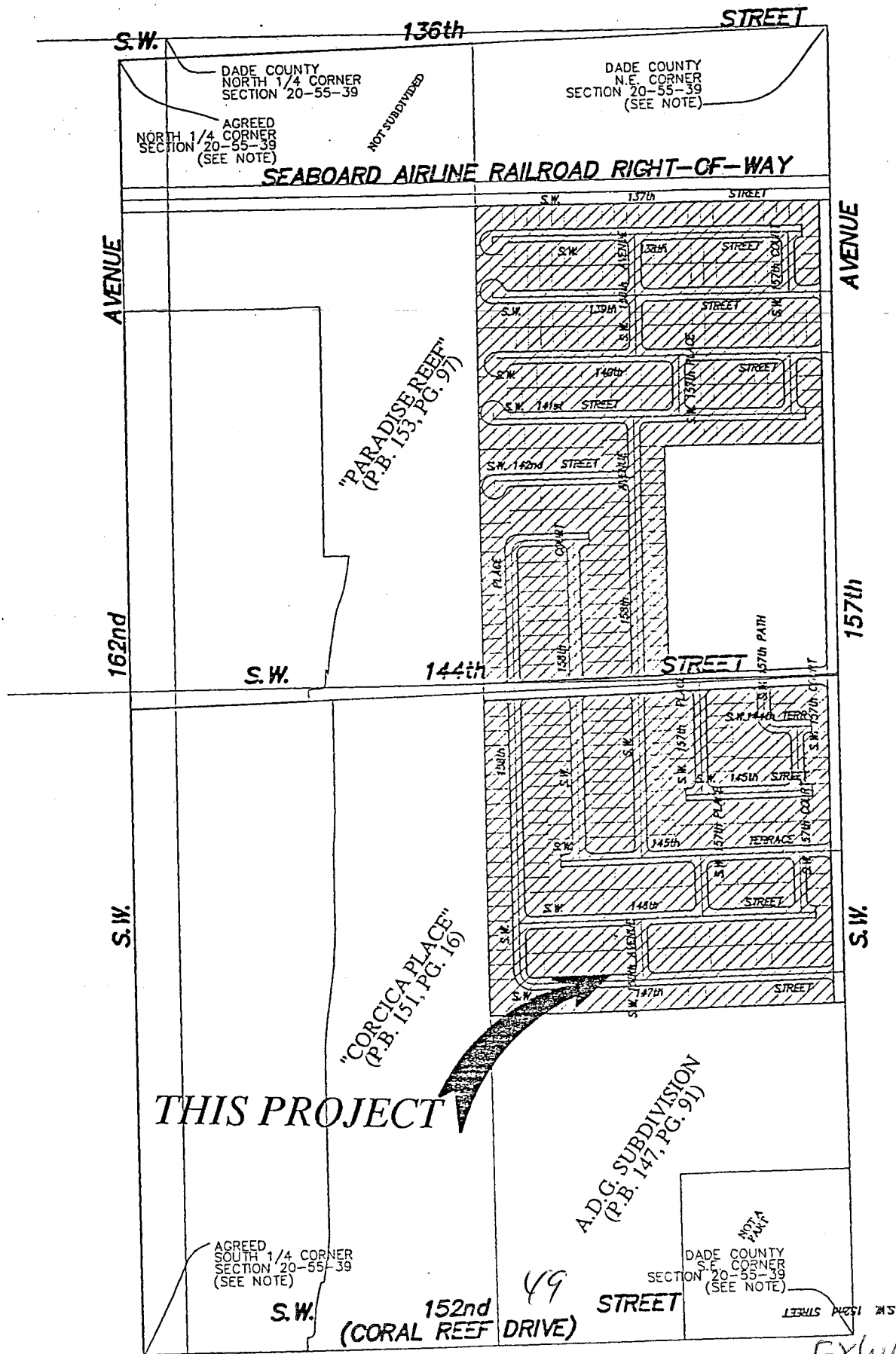
TOTAL AS SHOWN DRAWN BY M. ECHENARRIA CHECKED BY F. TORRES		MILON VENTURE SW 157 AVE/144 ST.		TYPE OF PROJECT: PAVING AND DRAINAGE CLIENT: CARIBE HOMES		NO. DATE DESCRIPTION ST APP		RECORD OF REVISION DESCRIPTION		1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.		FOOD ENGINEERS, INC. 1825 NW 29th AVE, 2ND FLOOR MIAMI, FLORIDA 33137 PH: (305) 447-7777 FAX: (305) 447-7778			
FOR THE USE OF BY M. ECHENARRIA, P.E. P.L.T. # 140-22585 CIVIL ENGINEER STATE OF FLORIDA EXPIRY DATE: 12/31/2018		CLIENT ADDRESS: 14700 SW 115 AVE MIAMI, FLORIDA 33186		PHONE NO.: 305 157 AVE SW 144 ST MIAMI, FLORIDA		1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.		1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.		1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.		1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.		1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER. 5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.	

Exhibit J

SECTION 20-55-39



LOCATION MAP

SCALE 1"=300'

EXHIBIT J

Location Map



S.W. 157TH AVE. (FACING SOUTH)

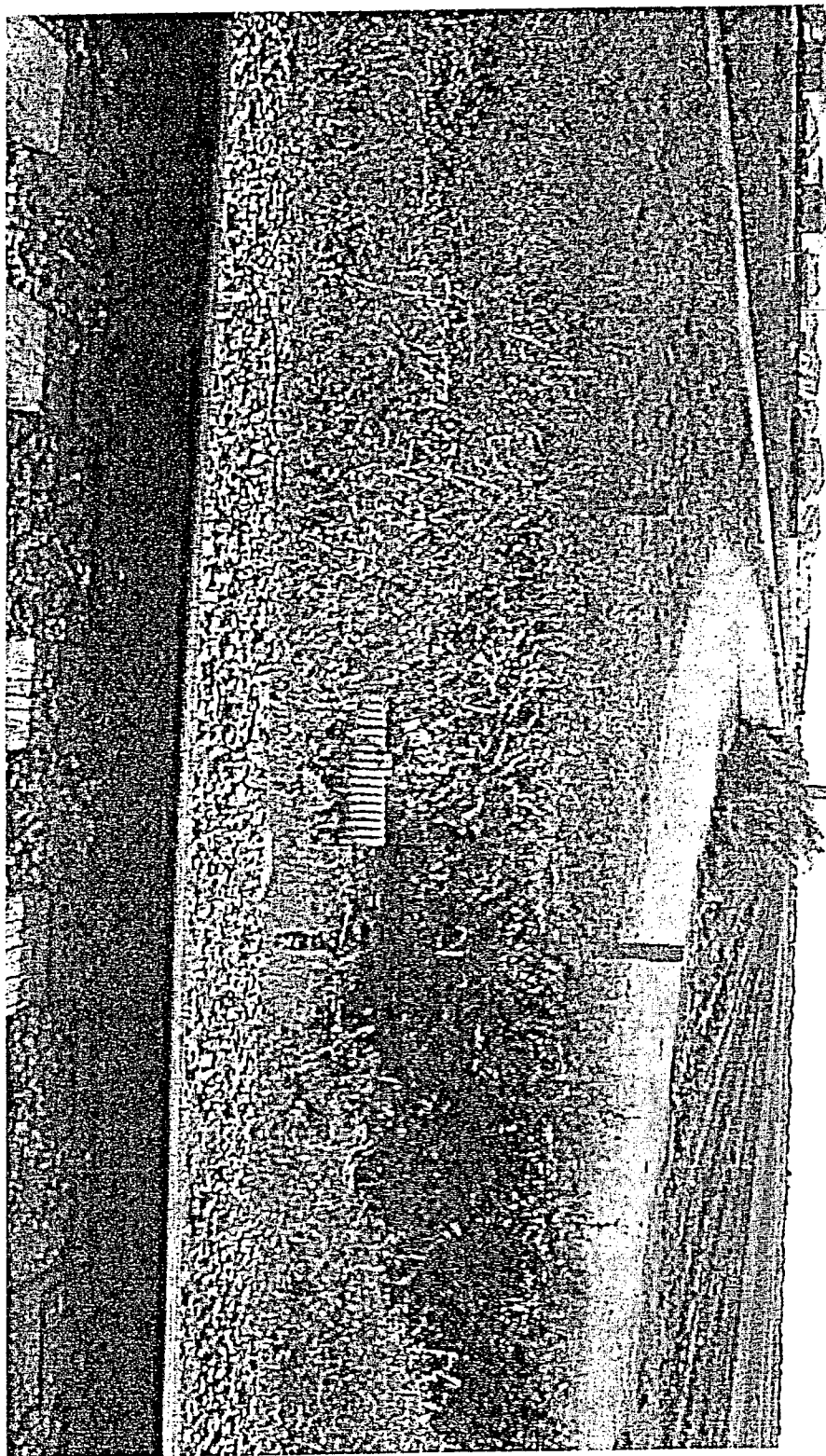


Exhibit J

S.W. 157TH AVE. (FACING SOUTH)

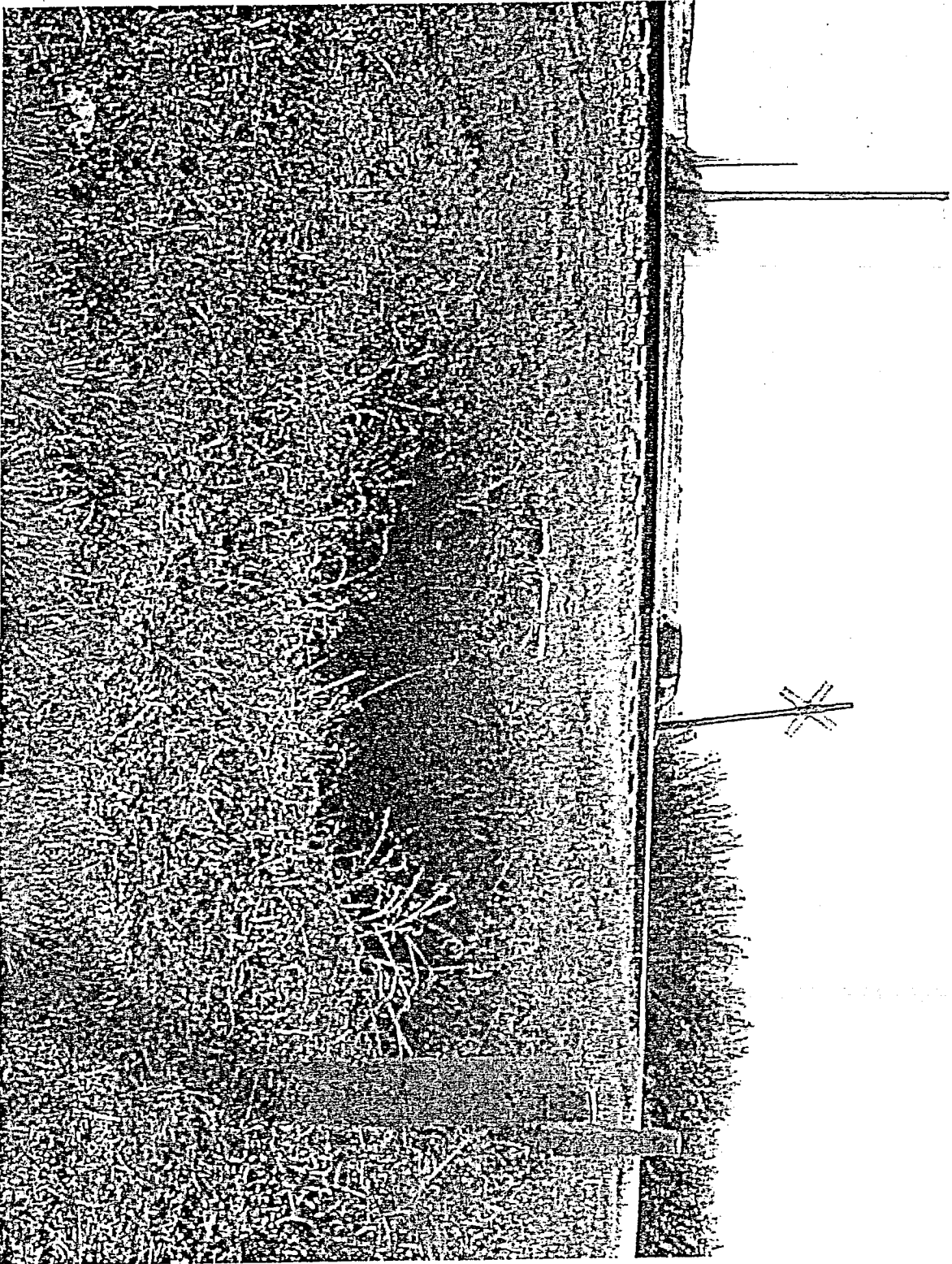
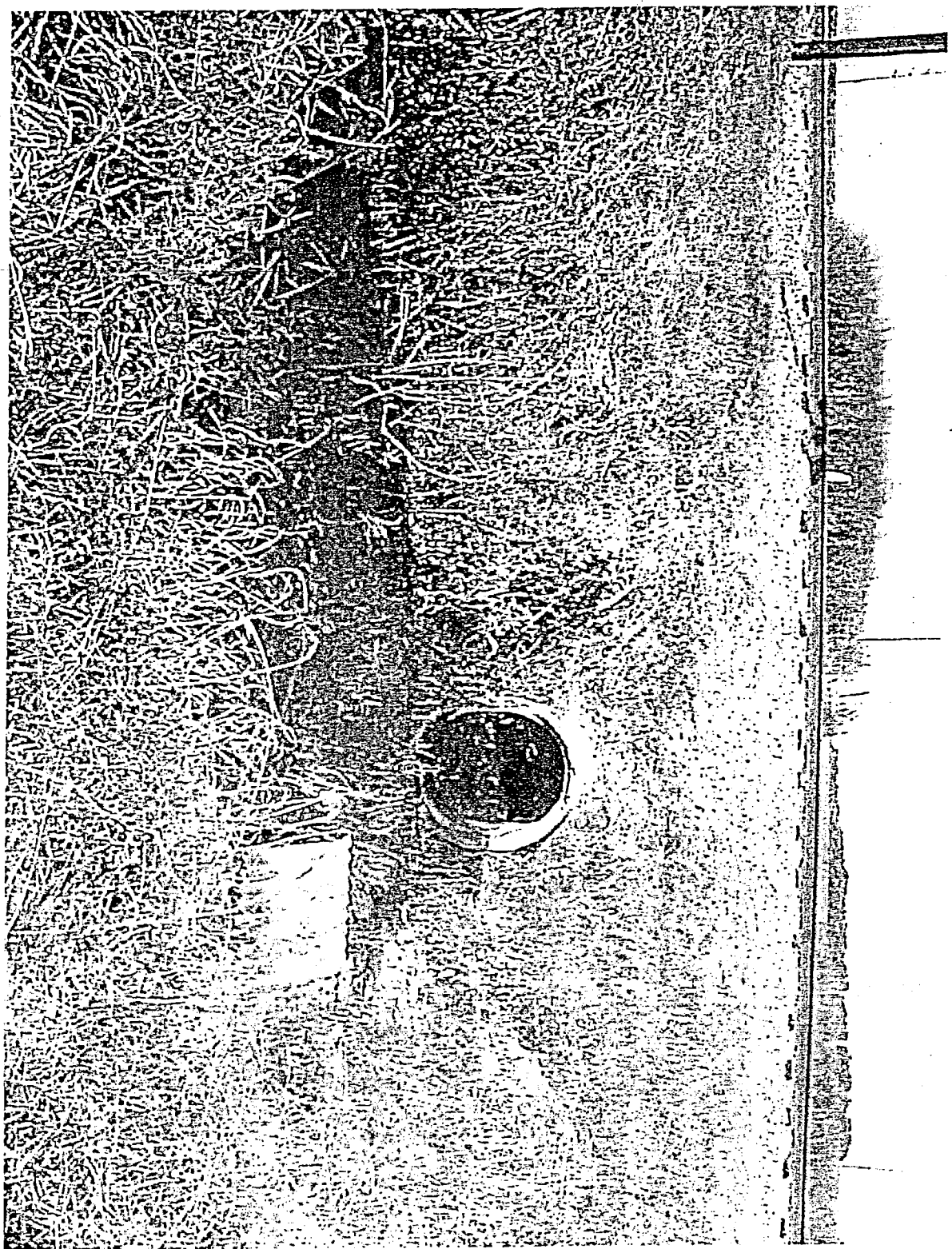


Exhibit J

S.W. 157TH AVE. (FACING NORTH)



RESOLUTION NO. R-1422-93

RESOLUTION AUTHORIZING THE PUBLIC
WORKS DEPARTMENT DIRECTOR TO
EXECUTE RAILROAD CROSSING OPENING
APPLICATIONS AND STIPULATION OF
FACTS BY PARTIES FOR DADE COUNTY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board hereby authorizes the Public Works Department Director to execute Railroad Crossing Opening Applications and Stipulation of Facts by Parties for Dade County as necessary, in substantially the forms attached hereto and made a part hereof.

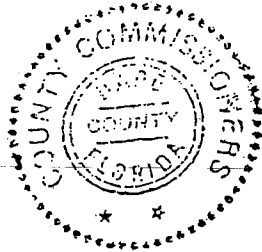
The foregoing resolution was offered by Commissioner Sherman S. Winn, who moved its adoption, the motion was seconded by Commissioner Arthur E. Teele, Jr., and upon being put to a vote, the vote was as follows:

James Burke	aye	Miguel Diaz de la Portilla	aye
Betty T. Ferguson	absent	Maurice A. Ferre	aye
Larry Hawkins	aye	Bruce Kaplan	aye
Natacha S. Millan	aye	Dennis C. Moss	aye
Alexander Penelas	aye	Pedro Reboredo	aye
Javier D. Souto	aye	Sherman S. Winn	aye
	Arthur E. Teele, Jr.	aye	

Exhibit J

2. SV

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of November, 1993.



DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as to
form and legal sufficiency. *[Signature]*

BY: WILLIAM G. OLIVER
Deputy Clerk

Exhibit J

3 55

MEMORANDUM


107 07-17A (Rev. 10-1-84) GSA GEN. REG. NO. 27

Agenda Item No. 3(A)(5)

TO: Hon. Chairperson and Members
Board of County Commissioners

DATE: November 16, 1993

SUBJECT: Authorization to Execute
"Railroad Grade Crossing
Applications" and "Stipula-
tion of Facts by Parties"
Documents

FROM: 
Joaquin G. Aviñó, P.E., P.L.S.
County Manager

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Resolution authorizing the Public Works Director to execute on behalf of Dade County the "Railroad Grade Crossing Applications" and "Stipulation of Facts by Parties" documents required by the Florida Department of Transportation (FDOT) for opening or closing at-grade railroad crossings. Attached are samples of those documents.

BACKGROUND

The process of opening or closing public railroad/highway crossings includes the execution by Dade County of the subject documents.

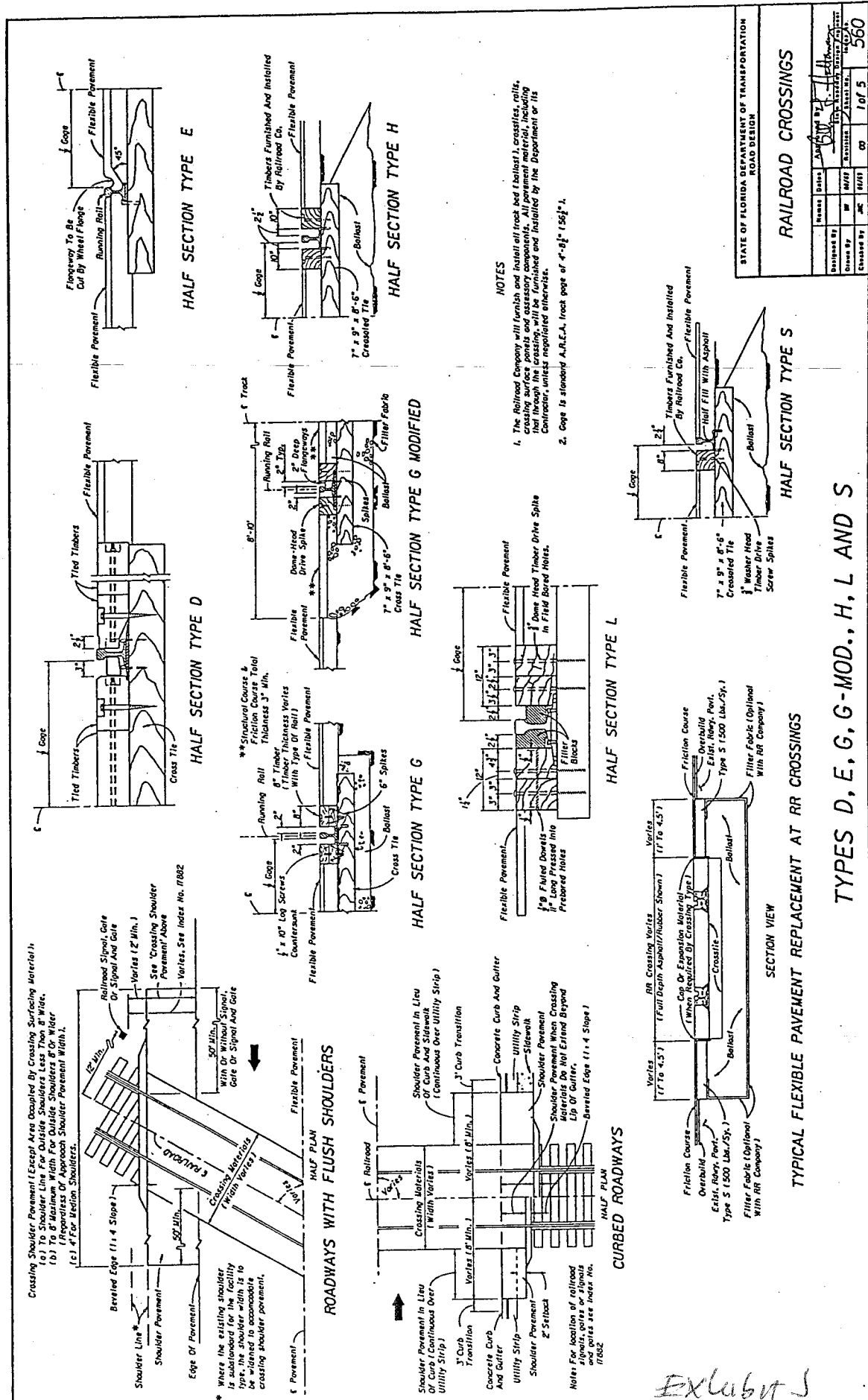
"Railroad Grade Crossing Applications" detail the physical requirements of the crossing and address the public hearing requirements for the opening or closing of grade crossings.

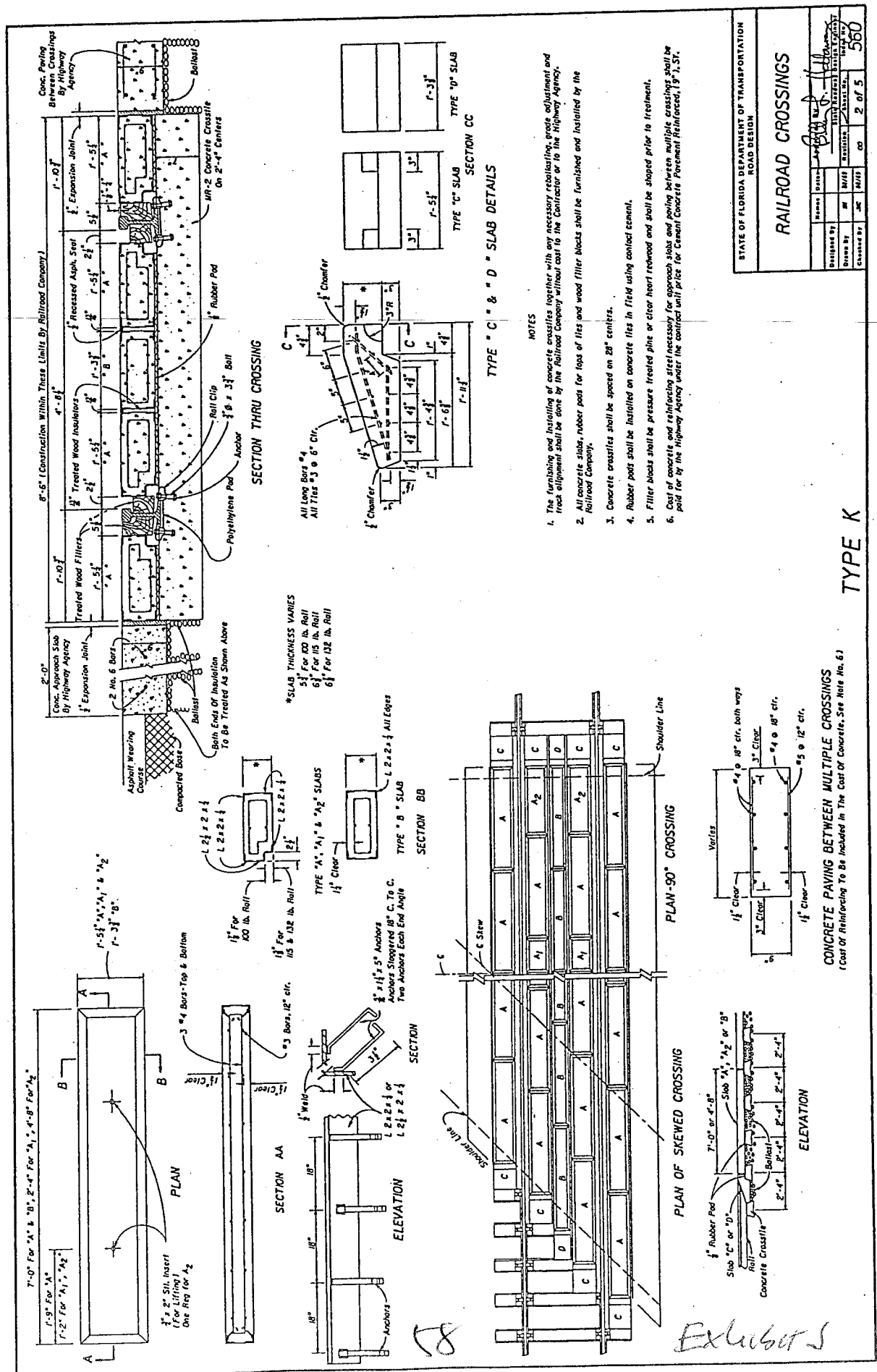
"Stipulation of Facts by Parties" forms establish the funding, maintenance and other responsibilities of the parties in connection with the crossings, and waive the public hearing requirements.

The Director of the Public Works Department currently executes the above documents on behalf of the County, but the FDOT has requested that the attached resolution be prepared and presented to the Board for approval. It is recommended in the best interest of the County that the Public Works Director be authorized to continue to execute the subject instruments, as it expedites the process of permitting and constructing needed railroad crossings. The final agreements between Dade County, the FDOT and the railroad company concerning each of the crossings will continue to be presented for Board approval.

Exhibit J.

x 56





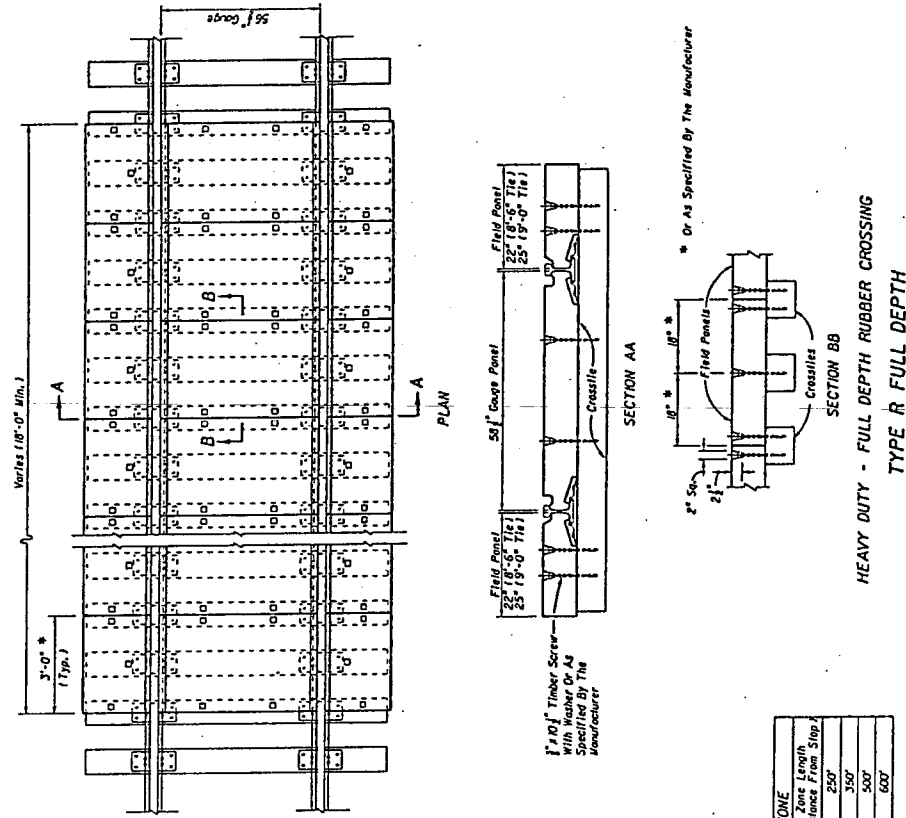


STOP ZONE	
Design Speed (mph)	Zone Length (Distance From Stop Line)
45 Or Less	250'
50 - 55	350'
60 - 65	500'

WATER

1. The crossings shown on this sheet are NOT to be used for multiple track crossings within zones for on existing or scheduled future vehicles that are cleared down.
2. Crossings on this sheet may be used for single track crossings within the zones on the chart unless engineering or safety considerations dictate otherwise.
3. The spacing is critical; fits shall be spaced in accordance with the manufacturers specifications.
4. Details shown are for straight track installations. Materials are also suitable for curved track installations.
5. For additional details, materials required and installation procedures refer to the manufacturers specifications.

TYPES R RUBBER & R FULL DEPTH RUBBER

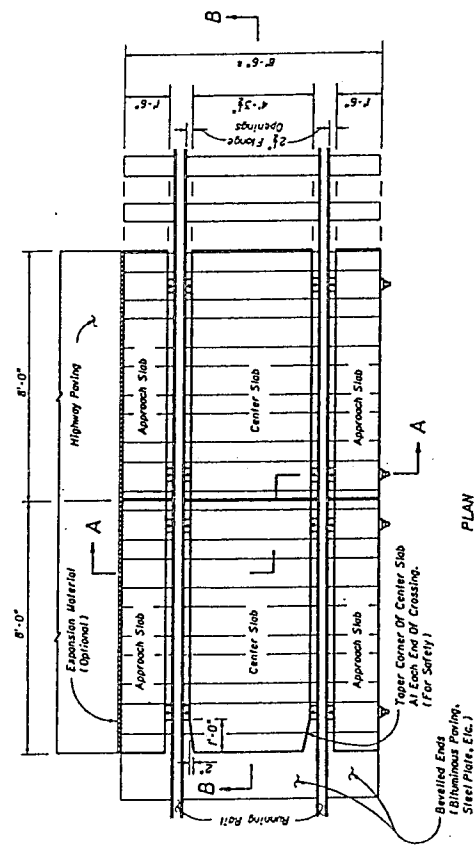


HEAVY DUTY - FULL DEPTH RUBBER CROSSING
TYPE R FULL DEPTH

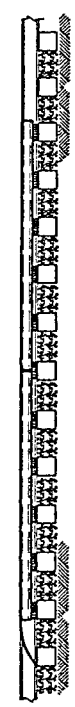
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD DESIGN

RAILROAD CROSSINGS

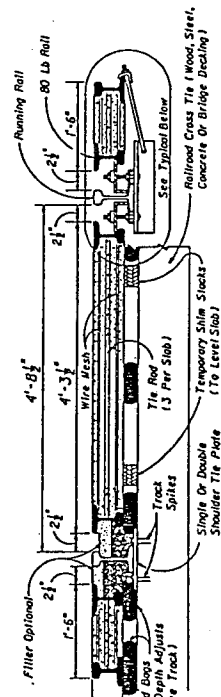
		Names	Dates	Approved By	Billie Reardon, Deputy Collector Requisition Sheet No. 560 Date
Designed By					
Drawn By	LM	11/75			
Checked By	SM	11/75	00	3 of 5	



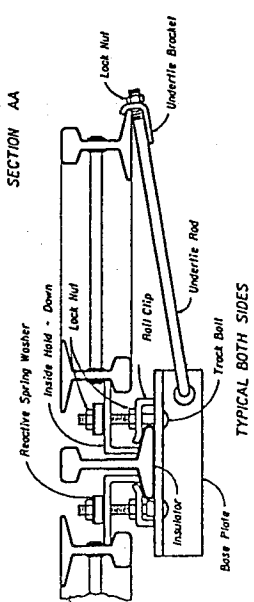
PLAN



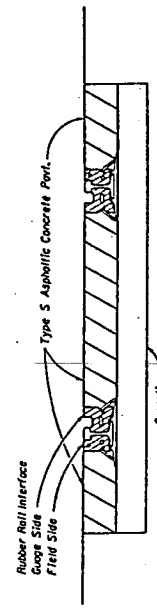
SECTION BB



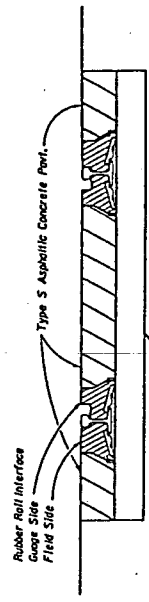
SECTION AA



TYPICAL BOTH SIDES



ALTERNATE INTERFACE SECTION VIEW



ALTERNATE INTERFACE SECTION VIEW

- NOTES
1. Rubber roll interface systems are manufactured to fit various rails from 15" to 15 1/2".
 2. The Railroad Company will furnish and install all crossing material except as specified in the agreement.
 3. For additional details, methods required and installation procedures refer to the manufacturers specifications.

FULL DEPTH ASPHALT/RUBBER CROSSING TYPE RS

- NOTES
1. The reinforced concrete slabs are manufactured in 8'-0" sections, 5" in depth to fit all rail sections 5 1/2" in height or heavier. Slabs are interchangeable and relocatable.
 2. Center slabs are one piece construction allowing for 2 1/2" flange opening, 80 lb. rail is used to encase, armor and reinforce slabs and is held in place with 3 #4 rods per slab.
 3. Slabs are installed by a "placement" process, supported on non-shrinkable, non-metallic grade positioned on the ties. Slabs can be placed on wood ties, concrete ties, steel ties, bridge decks or any other type of track support. No re-spacing of ties is necessary.
 4. Slabs are secured to "running rails" with specially designed hardware. Insulation is to be provided for crossing in signal territory.
 5. Curved slabs are fabricated to fit curved track to 22 degrees (262.04' radius). Special slabs are available for diamond crossings, turnouts, multiple tracks, bridge decks and rapid transit systems.
 6. For additional details, materials required and installation procedures refer to the manufacturers specifications.
 7. All asphalt will be installed in accordance with Index No. 503 and Section 300 of the Standard Specifications.

TYPE T

TYPES T & RS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD DESIGN			
RAILROAD CROSSINGS			
Project No.	AD-217	Sheet No.	560
Designed By	SP	Checked By	CD
Drawn By	SP	Reviewed By	CD
Created By	SP	Revised By	CD

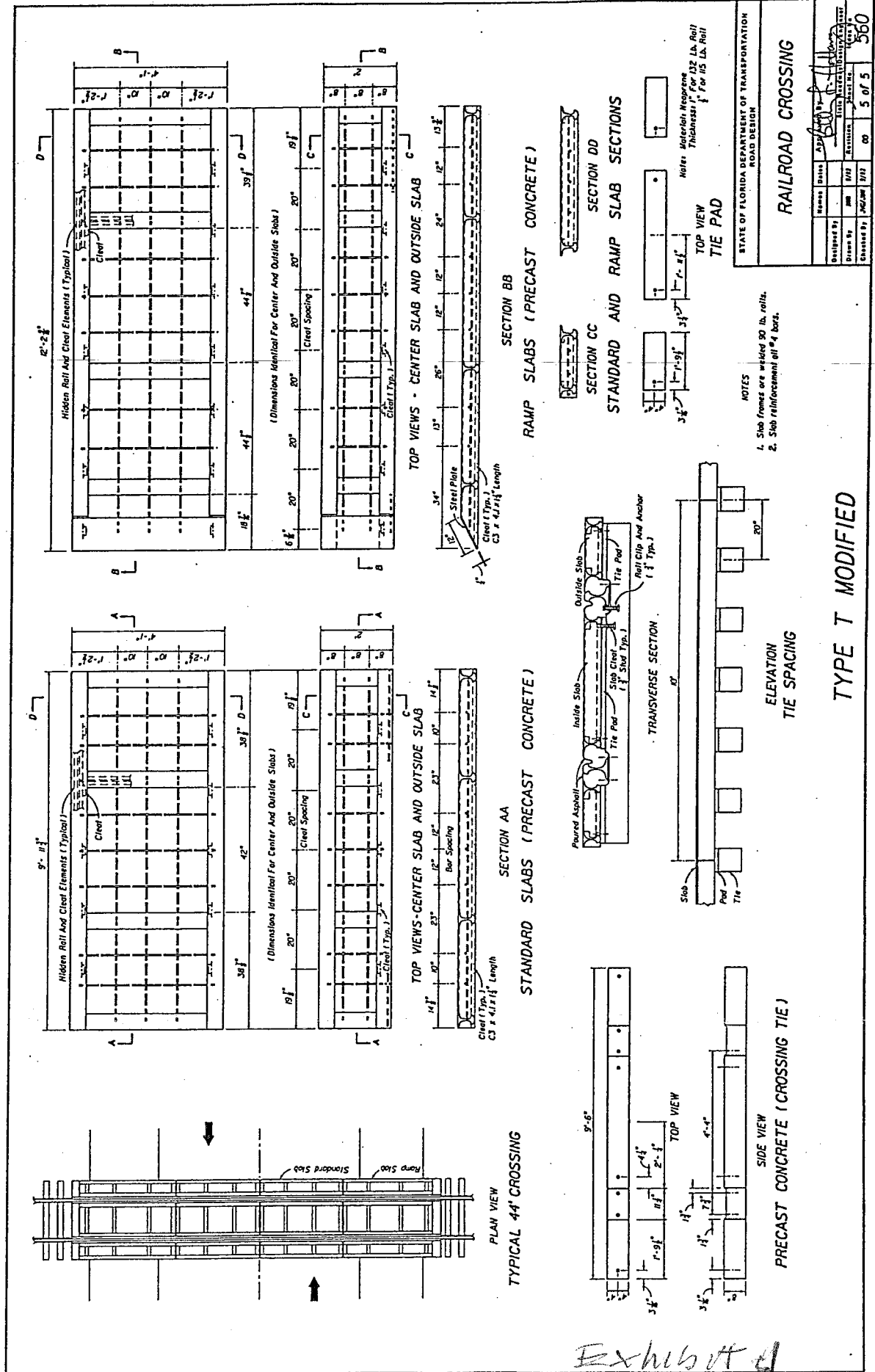
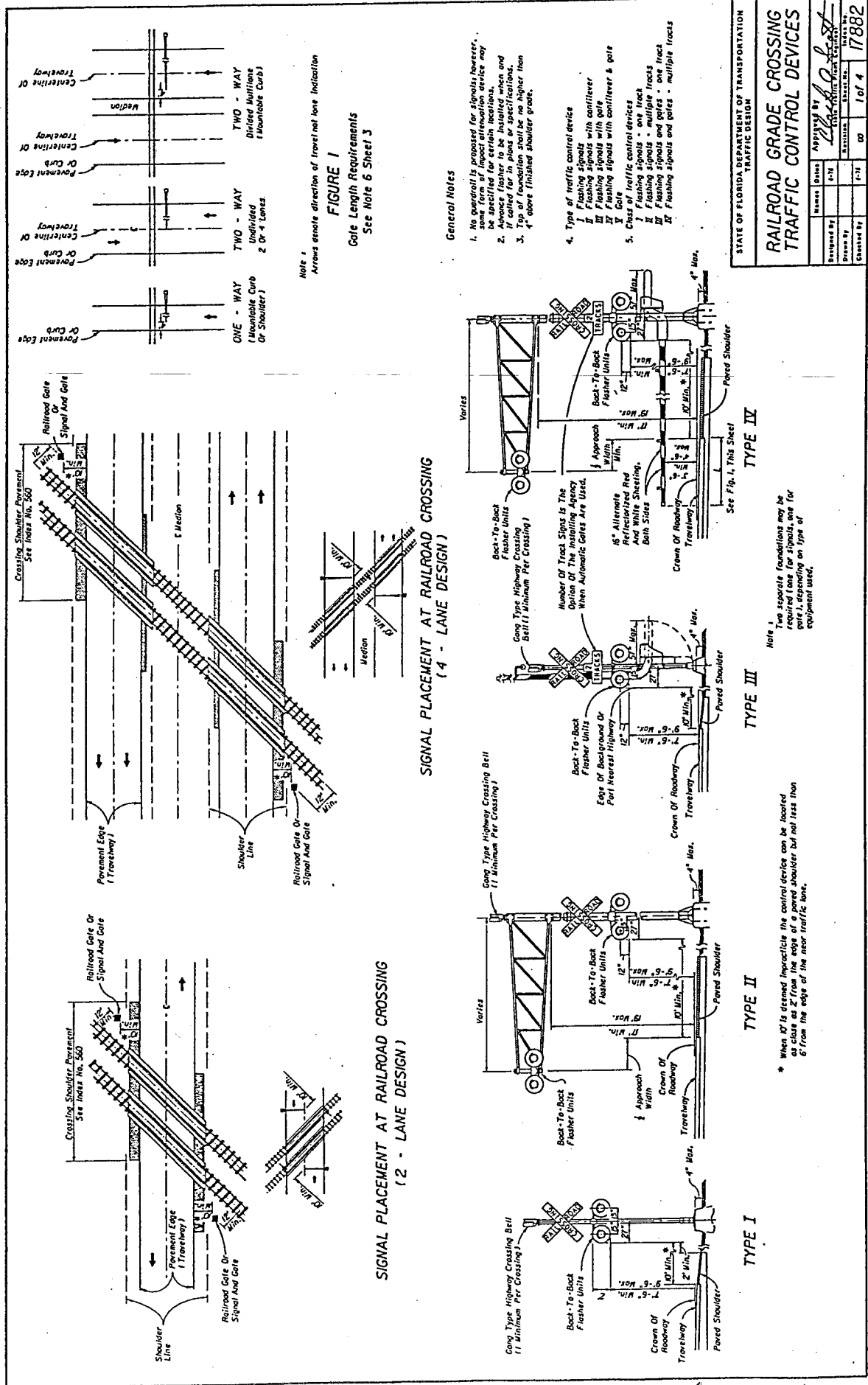
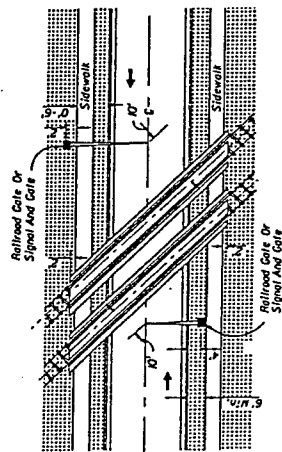
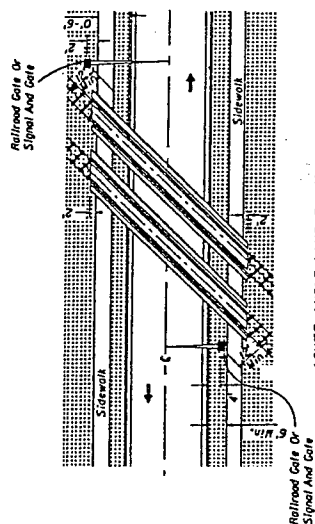


Exhibit 1



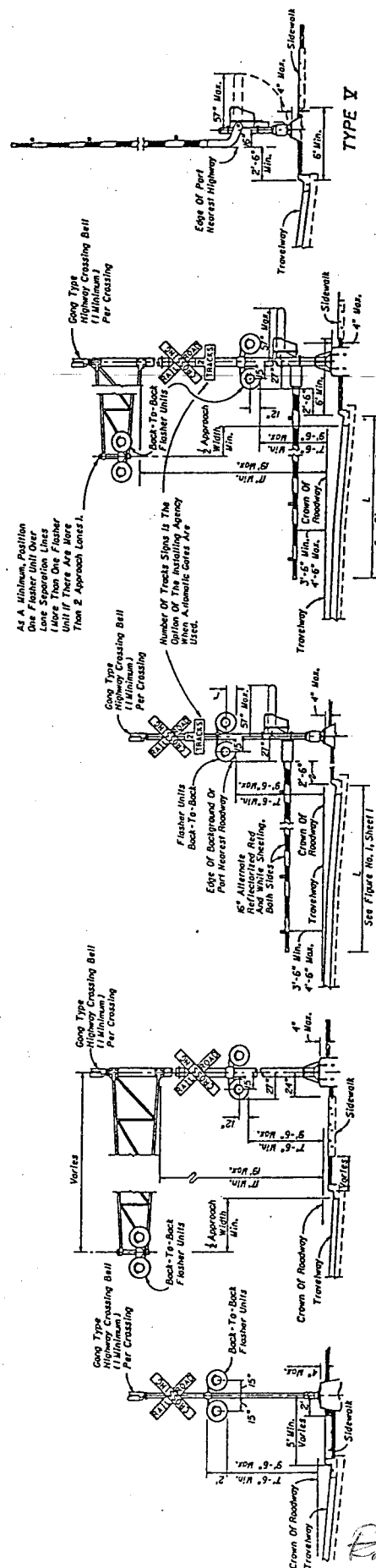
62

EXHIBIT E

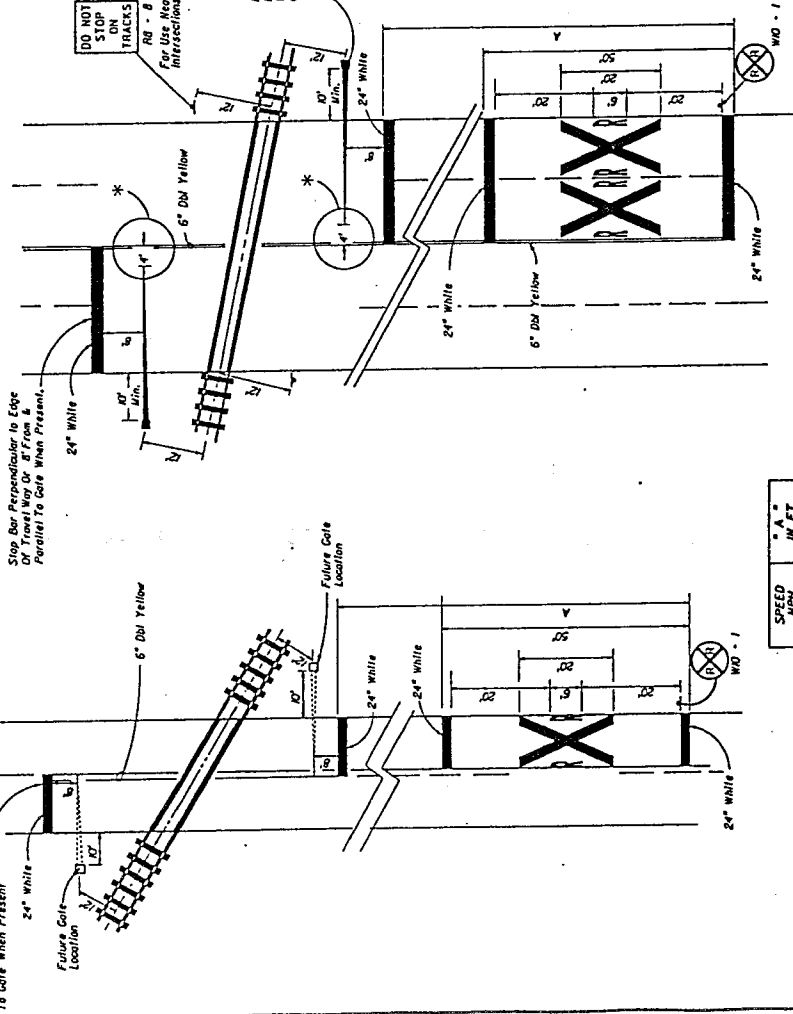


GENERAL NOTES

1. The location of flashing signals and stop lines shall be determined by the Engineer in accordance with the instructions of the Department of Transportation.
2. Where phone call for railroad traffic control devices are used, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available within face of curb as follows:
 Over 6' - locate center behind face of curb and sidewalk.
 Over 6' - locate center behind face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, across 45' from nearest rail and 8' from outer parallel to gate when present.



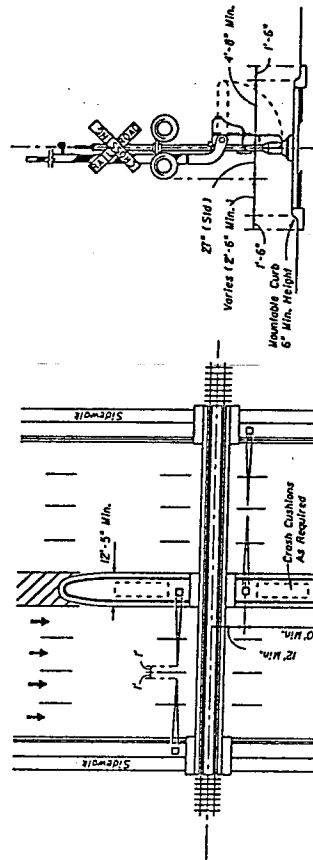
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC DESIGN					
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES					
Divided by	Crossed By	Number	APPROACH BY		Notes
			Mainline	Crossing	
			<i>0-18</i>	<i>0-18</i>	<i>See Notes</i>
Sheet No.	Sheet No.		0-18	0-18	THREE RAIL TRACKS
			0-18	0-18	17882

RAILROAD CROSSING AT
TWO (2) - LANE ROADWAY

1. When computing pavement message, quantities do not include transverse lines.
 2. Placement of sign W9-1 in a residential or business district where two-lane roads are present, the W9-1 sign may be placed a minimum distance of 100 feet from the intersection. In all other cases, the sign should be placed at the first pavement message and the focus on additional W9-1 sign and additional pavement message should be used.
 3. Recommended location for sign FTP-38, 100' Urban & 300' Rural in advance of the crossing.
 4. A portion of the pavement markings symbol should be directly opposite the W9-1 sign.
 5. Recommended location for FTP-38 A or B signs, 100' Urban and 300' Rural. See Index II-555 for sign details.
- * 6. Gate Length Requirements

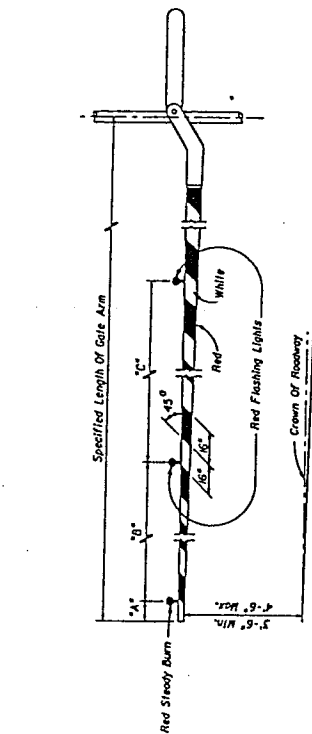
*For one-way or divided sections:
The gate shall be of sufficient length such that the distance from the gate lip to the inside edge of pavement is a maximum of 4".*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC DESIGN		RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	
Issued By	Issued Date	Applying By	Applying Date
Designed By	10-7	<i>John A. Smith</i>	10-7-82
Drawn By		Checked By	10-7-82
Checked By		Quantity	3 of 4
		Quantity	17882



MEDIAN SECTION AT SIGNAL GATES

For additional information see the "Manual On Uniform Traffic Control Devices", Part VIII, The "Traffic Control Devices Handbook", Part VIII, and AASHTO "A Policy On Geometric Design of Streets And Highways".



Specified Length of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	8"	36"	5'
16-17 Ft.	10"	36"	5'
18-19 Ft.	28"	4'	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	36"	5'	5'
29-34 Ft.	36"	7'	6'
35-37 Ft.	36"	7'	7'
38 And Over	36"	10'	9'

**MEDIAN SIGNAL GATES FOR
MULTI LANE UNDIVIDED URBAN SECTIONS**

(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 mph OR LESS)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC DESIGN

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

Designed By	Name	Date	Approved By <i>[Signature]</i> Title Traffic Training Officer	Index No. 17882
Issued By		18-22		
Checked By		18-23	Rechecked 00	Sheet No. 4 of 4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

FORM 725-090-41
 RAIL
 OGC - 02/01

FINANCIAL PROJECT NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
	SW 157th	Miami-Dade		

COMPANY NAME: CSX Transportation, Inc.

A. FDOT/AAR XING NO.: 631101D RR MILE POST TIE: 1056.20

B. TYPE SIGNALS PROPOSED IV CLASS III DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$1,870.00
II	Flashing Signals - Multiple Tracks	\$2,474.00
III	Flashing Signals and Gates - One Track	\$2,820.00
IV	Flashing Signals and Gates - Multiple Tracks	\$3,540.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-46.002
 Responsibility for the Cost of Automatic Highway
 Grade Crossing Traffic Control Devices

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2001 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

